



City Council Regular Business Meeting Agenda
Thursday, January 21, 2016, 6:00 p.m.
City Hall – 705 North Avenue

COUNCIL MEETINGS

City Hall
Council Chambers
1st and 3rd
Thursdays at
6:00 P.M.

Tom Phillips
Mayor

Council Members:
Erika Isley
Ed Kuhl
David Lester
Jaki Livingston
Stephanie Riva

Marketa Oliver
City Manager

Jean Furler
Finance Director

Jodi Eddleman
City Clerk

Ryan Coburn
Acting Fire Chief

Greg Staples
Police Chief

Tim Hoskins
Public Works Director

Nancy Kuehl
Parks & Recreation
Director

Wade Wagoner
Planning and
Economic
Development Director

Holly Sealine
Library Director

Jim Dougherty
City Attorney

1. Call to order.
2. Approval of agenda.
3. Presentation(s)

Todd Ashby MPO

Reo Menning, MWA
4. Welcome of guests and public comment.
(3 minute limit, no action)
5. Approve minutes –
Jan 7, 2016 regular business meeting.
6. Consent agenda.
 - a) Expenditures.
 - b) Tax abatements.
 - c) Resolution approving contract and bonds for the Cedar Street & Beardsley Street pavement improvements.
 - d) Resolution approving appointment to the Polk County E911 Board
 - e) Resolution approving agreement between City of Norwalk and ACS Firehouse Software.
 - f) Resolution approving a five dollar price increase for Norwalk Softball League and Twin Rivers Baseball League
 - g) Ratification of Fire Department Application for the Assistance to Firefighters Grant
 - h) Approve receive and file revised TIF Certification, Form 2 - FY 17
 - i) Receive and file monthly department reports for December.
7. Public hearing related to proposed economic development agreement with United Property Investment Company L.C., including tax increment payments.
8. Public hearing regarding adoption of the City of Norwalk Budget Amendment #1 for fiscal year 2015-2016.
9. Resolution adopting the development agreement between United Properties and the City of Norwalk.
10. Resolution adopting budget amendment #1 for fiscal year 2015-2016.
11. Consideration of a resolution approving an Administration agreement for continuation of coverage (Cobra) between Kabel Business Services and the City of Norwalk

12. Consideration of third and final reading of proposed ordinance ordering the vacation of easements on, and the closing of, Masteller Road. (First reading adopted December 17th, 2015 and second reading adopted January 7th, 2016.)
13. Discussion of increasing fees at sports complex.
14. NCIS project update.
15. Council Inquiries and staff updates.
16. Adjournment.

Please note that the Public hearing on Urban Renewal Plan amendment related to provide economic development support to the Norwalk Community School District originally published for this meeting has been delayed and a new notice will be published.

MINUTES OF THE NORWALK CITY COUNCIL MEETING ON 01-07-16
(Unabridged)

Mayor Tom Phillips called the City Council meeting to order at 6:02 p.m. Present at roll call: Erika Isley, David Lester, Ed Kuhl and Stephanie Riva. Jackie Livingston joined via phone.

(RC = roll call vote)

Staff present included: Marketa Oliver, City Manager; Jodi Eddleman, City Clerk; Jean Furler, Finance Director; Tim Hoskins, Public Works Director; Nancy Kuehl, Parks and Recreation Director; Greg Staples, Police Chief; Wade Wagoner, Planning and Economic Development Director; Ryan Coburn, Acting Fire Chief; and Jim Dougherty, City Attorney.

Mayor Phillips noted that items 6 and 7 are removed from the agenda and will be on the January 21st council agenda. Item 6c is removed from the consent and will be considered immediately following.

16-001 Lester approved the **agenda** as amended, Riva seconded. Voice vote carried unanimously.

Presentation(s)

Dave Stone from Bravo spoke to the council. Bravo is established under 28E agreements. 3.4 million dollars in funding to arts, cultural organizations. One of the programs that Norwalk has been involved in is connecting kids to culture which is funded by the Principal Charity Classic.

Welcome of Guests and Public Comment

With no one present wishing to speak, Mayor Phillips opened the City Council meeting.

16-002 Motion by Isley, seconded by Kuhl to approve the **minutes** of the December 17th regular council meeting. Voice vote carried unanimously.

Consent included **tax abatements; Resolution 0107-16-002** officially naming publication for the City of Norwalk for 2016; **Resolution 0107-16-003** releasing property from easement in the City of Norwalk; **Resolution 0107-16-004** ordering construction of certain public improvements, approving preliminary plans, and fixing a date for receiving of quotations for improvements known as the Beardsley Regional Detention facility Phase 1 clearing; and receipt of the November treasurers **report** and **expenditures**:

ARL	INTAKE	125.00	MENARDS	PAINT	57.71
APPLE INC	SUPPLIES	379.00	MIDWEST WHEEL	PARTS	116.95
ASI	TRASH SERVICE	52.50	MUNI SUPPLY	PARTS	3,763.80
B3 BUILDERS LLC	REFUND	468.27	NANCY KUEHL	SUPPLIES REIMB	12.72
BARCO MUNICIP	SUPPLIES	561.03	NATL REC	MEMBERSHIP	165.00
BARRACUDA	SERVICE	1,899.00	NWTC	MINUTES	218.55
BLUE TARP FINANCIAL	SUPPLIES	214.97	OCCUP HEALTH	RANDOM TESTING	43.00
CARPENTER UNIFORM	UNIFORM	663.70	OPTOMETRIC ASSOC	VISION BENEFIT	250.00
CITY BRAKE	P128 BRAKES	202.91	OVERHEAD DOOR	MAINTENANCE	362.00
CNM EQUIP	TOOLS	44.52	PURCHASE POWER	PURCHASE POWER	1,000.00
DSM IRON	MATERIALS	491.25	RANKIN COMM	HEADSET	1,123.30
DM METRO ELECTRIC	BEARDSLEY	590.21	REGISTER MEDIA	PUBLICATION	71.71
DORSEY WHITNEY	SERVICES	1,150.50	SHRED IT	ON SITE SERVICE	47.60
EXTERIOR METAL	LIBRARY ROOF	173,782.00	SIMPLEX GRINNELL	CITY HALL REPAIR	799.50
FEH ASSOC	LIBRARY ROOF	869.74	SPRAYER SPECIALTI	PARTS	212.06
FREEDOM TIRE	P131 TIRES	1,294.88	SPRINGER PEST	PEST CONTROL	68.00
GREGG YOUNG	P127 REPAIR	262.04	STANDRIDGE GROUP	PREPRINT EXP	515.00
HYDRAQUIP LTD	PARTS	32.12	STAR EQUIPMENT, LTD	EQUIPMENT	2,258.88

INDOFF INC	LABEL MAKER	493.68	STOREY KENWORTHY	TAX FORMS	150.72
IDOT	EQUIPMENT	1,172.16	DES MOINES REGISTER	SUBSCRIPTIONS	35.00
IOWA DIV LABOR	BOILER INSP	360.00	THE GRAPHIC EDGE	OPER SUPPLIES	890.85
IA WINDOW	CITY HALL	170.00	TRUCK EQUIP	CAMERA	305.00
JACKSON CREEK ENT	FOUNDERS' DIST	80,154.33	TYLER TECH	MAINTENANCE	17,657.47
JAMES OIL	FUEL	11,440.71	UNITY POINT	DRUG TEST	74.00
KABEL	HRA CHECKS	366.45	UNITYPOINT CLINIC	UNITYPOINT CLINIC	251.00
KELTEK INC	OPER EQUIP	461.00	VEENSTRA KIMM	ENG EXP	986.00
MATHESON TRIGAS	MATERIALS	67.82	VERIZON WIRELESS	NOV USAGE	2,147.03

November MTD Revenue:

General	281,105.19
Trust & Agency	1083.33
Road Use Tax	111,537.20
Special Revenue	63,672.56
TIF	230,217.03
HIDTA Forfeiture	0.00
Economic Development	1.79
Emergency Fund	2.02
Debt Service	110,235.03
Capital Improvements	131.98
Enterprise Funds	388,341.69
Equipment Revolving	0
	1,186,327.82

16-003 Motion by Lester, seconded by Kuhl to approve the **consent** agenda passed unanimously, RC.

16-004 Motion by Kuhl, seconded by Riva to approve **Resolution 0107-16-001** naming official depositories for 2016. Passed 4-0 with Lester abstaining.

Consideration of adoption council/staff committee appointments for the 2016 calendar year.

Some changes were made to the proposed assignments at the dais. Ed Kuhl and David Lester represent the city council on the City School committee.

Stephanie Riva will be the council representative on the Metro Advisory Committee.

16-005 Motion by Isley, Lester seconded. Voice vote carried unanimously.

Consideration of adoption of proposed 2016 meeting and City facilities closure schedule.

Some changes were made to the proposed schedule at the dais. The January 23 council workshop was removed from the schedule along with the December 29th council study session.

16-006 Motion by Lester, Isley seconded to approve the 2016 meeting and facilities closures schedule. Voice vote carried unanimously.

Consideration of resolution approving change order to the library roof replacement project.

Tim Hoskins explained to council that the change order was to remove insulation that had been damaged due to water leak.

16-007 Motion by Riva, Lester seconded to approve **Resolution 0107-16-005** accepting improvements known as Norwalk Public library roof evaluation and roof replacement.

Consideration of proposed ordinance amending the zoning ordinance related to garage requirements for apartments.

16-008 Motion by Kuhl, Isley seconded to approve consideration of the second reading of an ordinance amending the following section 17.10.060.2(D) of the zoning ordinance related to garage requirements for Multi-Family Dwelling-apartments passed unanimously, RC.

Creighton Cox of 12322 Winston Avenue representing the homeowners association addressed the council. He believes that 70% is still a high ratio. And pointed out that High Pointe is currently at a 50% of garage to unit ratio.

A 20% increase would likely make that infeasible or would decrease the amount of apartments made available for the citizens of Norwalk. He asked that the Council look at a two-tiered approach: Over 100 units, require a 50% ratio and under would be a 60 or 70% ratio.

Phillips asked if there was a desire to change the ratio and there was none.

16-009 Motion by Livingston, Isley seconded to waive the third reading of **Ordinance 16-01** amending the following section 17.10.060.2(d) of the zoning ordinance related to garage requirements for multi-family dwelling – apartments passed unanimously, RC.

Consideration of proposed ordinance providing for the vacation of a portion of the road known as Masteller Road with the City of Norwalk.

Lester asked Jim Dougherty if the legal description was correct in the ordinance. Dougherty said the drawing is correct and that the legal has been put together for that. And advised the council that they could vote on the drawing presented to them.

16-010 Motion by Livingston, Kuhl seconded to approve consideration of the second reading of an ordinance providing for the vacation of a portion of the road known as Masteller Road within the City of Norwalk, Iowa passed unanimously, RC.

Wagoner let the council know that he had received a phone call on Thursday from Scott James. James would be more comfortable if the council passed the second reading and not the third until a development agreement was adopted.

Scott McMurray of United Properties said they would like to see the second and third readings adopted so that they can continue on with the plans.

16-011 Motion by Livingston, Isley seconded to waive the third reading of an ordinance providing for the vacation of a portion of the road known as Masteller Road within the City of Norwalk, Iowa. Motion to waive the procedural requirement of proceeding to a third reading failed 3-2 with Lester and Kuhl voting against.

NCIS Project Update

Hoskins said that on Wakonda, any work the contractor could do now would not meet SUDAS standards and the project has been buttoned up for the winter. Phillips noted that they continue to incur fines during the course of the winter.

Hoskins said they continue to accrue and it will be a decision of the council on how they wish to levy those damages.

Livingston left the meeting at 6:35 p.m.

Reports

Ed Kuhl March 13th at St. John's there will be an event from 11:00 until 2:00 and it would honor Scott Havens from Scott's Foods.

Chief Coburn said in December two firefighters completed the Tri-City fire Academy and have started EMT training.

Chief Staples said there is a reception for Officer Metzger on January 11th from 4 to 5:30.

Phillips asked if we could get money for Jazz in July from Bravo and Kuehl will check into it.

Adjournment

16-012 Motion by Lester, seconded by Riva to **adjourn** at 6:38 p.m. passed unanimously on a voice vote.

Tom Phillips, Mayor

Attest:

Jodi Eddleman, City Clerk



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6
For Meeting of 01.21.2016

ITEM TITLE: Consent Agenda

CONTACT PERSON: Marketa George Oliver, City Manager

Expenditures

This item is on the agenda for the approval of payment per the attached claims list.

Tax abatements

The following tax abatement applications were submitted for approval.

Four Green Houses LLC	503 Marie	Improvements	\$25,000.
Orton Homes	126 West High Rd	New SFR	\$200,000.
Jerry's Homes	2707 Shady Lane Dr	New SFR	\$219,000.
Jerry's Homes	2711 Shady Lane Dr	New SFR	\$207,000.

Resolutions

The attached resolutions are on the agenda for consideration.

Resolution approving contract and bond for Cedar Street & Beardsley Street pavement improvements to McAninch Corporation

Resolution to Appoint a Member and Alternate Member(s) to the Polk County E911 Service Board

Resolution Approving Agreement between City of Norwalk and ACS Firehouse Corporation.

Resolution approving a five dollar cost increase for Norwalk Softball League and Twin Rivers Baseball League.

Resolution for Ratification of Fire Department application for Assistance to Firefighters Grant

Receive and file

The attached reports are submitted for informational purposes.

Approve receive and file revised TIF Certification, Form 2 - FY 17

Directors' monthly reports for December.

STAFF RECOMMENDATION: Approve consent agenda on a roll call vote.

PACKET: 03502 0121 COUNCIL AP
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-002889 ACK ENTERPRISES							
I-20037618		PUMP MOTOR		156.19			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		PUMP MOTOR			110 5-250-2-6350	OPERATIONAL EQUIPMENT RE	156.19
=== VENDOR TOTALS ===				156.19			
=====							
01-002090 AIA CORPORATION							
I-MBA1773914		APPAREL		192.94			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		APPAREL			001 5-150-1-6181	ALLOWANCES - UNIFORMS	192.94
I-MBA1798535		UNIFORM		82.35			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		UNIFORM			001 5-150-1-6181	ALLOWANCES - UNIFORMS	82.35
=== VENDOR TOTALS ===				275.29			
=====							
01-002498 AIRPORT SIGNS AND GRAPHICS							
I-17715		GRAPHICS		1,900.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		GRAPHICS			810 5-899-3-6727	CAPITAL EQUIPMENT	1,900.00
=== VENDOR TOTALS ===				1,900.00			
=====							
01-003275 ASI							
I-237572		TRASH SERVICE		53.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		TRASH SERVICE			001 5-430-2-6413	PAYMENT FOR SERVICES	53.50
=== VENDOR TOTALS ===				53.50			
=====							
01-001904 BOBS CUSTOM TROPHIES							
I-15061		SERVICE AWARDS		80.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SERVICE AWARDS			001 5-599-2-6506	OFFICE SUPPLIES	80.00
=== VENDOR TOTALS ===				80.00			

PACKET: 03502 0121 COUNCIL AP
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 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
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=====							
01-001500 BOBS TOOLS							
I-105373		SHOP SUPPLIES		29.99			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SHOP SUPPLIES			110 5-210-2-6331	VEHICLE OPERATIONS	29.99
=== VENDOR TOTALS ===				29.99			
=====							
01-002800 BOUND TREE MEDICAL, LLC							
I-81993146		SUPPLIES		555.08			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SUPPLIES			001 5-160-2-6530	MEDICAL SUPPLIES	555.08
I-81998626		SUPPLIES		10.58			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SUPPLIES			001 5-160-2-6530	MEDICAL SUPPLIES	10.58
I-82016767		EQUIPMENT		1,759.98			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		EQUIPMENT			001 5-160-2-6530	MEDICAL SUPPLIES	1,759.98
=== VENDOR TOTALS ===				2,325.64			
=====							
01-000113 CARPENTER UNIFORM							
I-404722		UNIFORM - DUNLOP		14.80			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		UNIFORM - DUNLOP			001 5-110-1-6181	ALLOWANCES - UNIFORMS	14.80
I-404739		UNIFORM - HEPPEPLY		73.95			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		UNIFORM - HEPPEPLY			001 5-110-1-6181	ALLOWANCES - UNIFORMS	73.95
I-405093		UNIFORM - LEWISTON		99.99			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		UNIFORM - LEWISTON			001 5-110-1-6181	ALLOWANCES - UNIFORMS	99.99
I-405431		UNIFORM - ALBERS		99.98			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		UNIFORM - ALBERS			001 5-110-1-6181	ALLOWANCES - UNIFORMS	99.98
I-405432		UNIFORMS - DUNLOP		17.99			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		UNIFORMS - DUNLOP			001 5-110-1-6181	ALLOWANCES - UNIFORMS	17.99
=== VENDOR TOTALS ===				306.71			

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-002642		CENTRAL IOWA REGIONAL DRINKING				
I-201601142072		FY 15-16 DUES	136.11			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		FY 15-16 DUES		600 5-810-1-6210	ASSOCIATION DUES	136.11
=== VENDOR TOTALS ===			136.11			
=====						
01-003486		CFS INSPECTIONS				
I-2015MY0213		EQUIPMENT INSPECTION	1,423.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		EQUIPMENT INSPECTION		001 5-150-2-6350	OPERATIONAL EQUIPMENT RE	1,423.00
=== VENDOR TOTALS ===			1,423.00			
=====						
01-001162		CNM OUTDOOR EQUIPMENT				
I-117423		SUPPLIES	42.53			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		110 5-210-2-6417	STREET MAINTENANCE SUPPL	42.53
=== VENDOR TOTALS ===			42.53			
=====						
01-005301		DORSEY & WHITNEY LLP				
I-443891-00041		2015 URBAN RENEWAL	1,150.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		2015 URBAN RENEWAL		160 5-520-2-6490	CONSULTANT & PROFESSIONA	1,150.50
=== VENDOR TOTALS ===			1,150.50			
=====						
01-000436		EMERGENCY APPARATUS MAINTENANC				
I-110312		ENGINE 610	1,187.77			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		ENGINE 610		001 5-150-2-6331	VEHICLE OPERATIONS	1,187.77
I-110313		ENGINE 611	2,025.76			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		ENGINE 611		001 5-150-2-6331	VEHICLE OPERATIONS	2,025.76
I-110314		LADDER 615	2,783.15			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		LADDER 615		001 5-150-2-6331	VEHICLE OPERATIONS	2,783.15
=== VENDOR TOTALS ===			5,996.68			

PACKET: 03502 0121 COUNCIL AP
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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-003321 FARMERS COOPERATIVE COMPANY							
I-23914IP		DOG FOOD	37.10				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		DOG FOOD		001 5-110-1-6607	DRUG DOG	37.10	
=== VENDOR TOTALS ===			37.10				
=====							
01-003555 FELD FIRE							
I-0288536-IN		REPAIR	272.85				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		REPAIR		001 5-150-2-6350	OPERATIONAL EQUIPMENT RE	272.85	
I-0288699-IN		PARTS	47.95				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		PARTS		001 5-150-2-6331	VEHICLE OPERATIONS	47.95	
I-0288786-IN		PARTS	552.62				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		PARTS		001 5-150-2-6331	VEHICLE OPERATIONS	552.62	
=== VENDOR TOTALS ===			873.42				
=====							
01-000988 FIRE SERVICE TRAINING BUREAU							
I-000712		CLASES	100.00				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		BALK / POWELL		001 5-150-1-6230	EDUCATION AND TRAINING	100.00	
I-000741		CLASS	50.00				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		KLING		001 5-150-1-6230	EDUCATION AND TRAINING	50.00	
I-000759		CLASS	50.00				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		KLING		001 5-150-1-6230	EDUCATION AND TRAINING	50.00	
I-000799		CLASSES	132.30				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		COBURN		001 5-150-1-6230	EDUCATION AND TRAINING	132.30	
=== VENDOR TOTALS ===			332.30				

PACKET: 03502 0121 COUNCIL AP
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 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001916 FIRESTONE COMPLETE AUTO CARE						
I-BI12501168		PARTS	664.04			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PARTS		001 5-150-2-6331	VEHICLE OPERATIONS	664.04
=== VENDOR TOTALS ===			664.04			
=====						
01-001518 G & L CLOTHING						
I-2-168411		UNIFORM - MYER	705.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		UNIFORM - MYER		110 5-210-1-6181	ALLOWANCES - UNIFORMS	705.00
=== VENDOR TOTALS ===			705.00			
=====						
01-001730 GOPHER SPORT						
I-9076555		BASKETBALLS	77.10			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		BASKETBALLS		001 5-440-2-6507	OPERATING SUPPLIES	77.10
=== VENDOR TOTALS ===			77.10			
=====						
01-000297 GREATER DES MOINES PARTNERSHIP						
I-201601142073		LEGISLATIVE RECEPTION	25.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		LEGISLATIVE RECEPTION		001 5-610-1-6240	MEETING & CONFERENCES	25.00
=== VENDOR TOTALS ===			25.00			
=====						
01-003363 GREGG YOUNG						
I-606359		INSPECTOR TRUCK REPAIR	99.48			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		INSPECTOR TRUCK REPAIR		001 5-170-2-6332	VEHICLE REPAIR	99.48
I-606362		#20 PICK UP REPAIR	36.29			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		#20 PICK UP REPAIR		110 5-210-2-6332	VEHICLE REPAIR	36.29
=== VENDOR TOTALS ===			135.77			

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-001079		GRIMES ASPHALT AND PAVING CO					
I-9967		COLD MIX		400.04			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		COLD MIX			110 5-210-2-6417	STREET MAINTENANCE SUPPL	400.04
=== VENDOR TOTALS ===				400.04			
=====							
01-000349		HARVEY'S AUTOMOTIVE &					
I-110		SHOP SUPPLIES		35.38			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SHOP SUPPLIES			110 5-210-2-6331	VEHICLE OPERATIONS	35.38
I-5775-104534		DUMP TRUCK		159.36			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		DUMP TRUCK			110 5-210-2-6332	VEHICLE REPAIR	159.36
I-5775-104877		#24 PICK UP		81.38			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		#24 PICK UP			110 5-210-2-6332	VEHICLE REPAIR	81.38
I-5775-105298		DUMP TRUCK		82.87			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		DUMP TRUCK			110 5-210-2-6332	VEHICLE REPAIR	82.87
I-5775-105787		WIPER BLADE		15.98			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		WIPER BLADE			001 5-150-2-6331	VEHICLE OPERATIONS	15.98
I-5775-105867		FIRE REPAIR		51.93			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		FIRE REPAIR			001 5-150-2-6331	VEHICLE OPERATIONS	51.93
I-5775-106228		SHOP SUPPLIES		10.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SHOP SUPPLIES			110 5-210-2-6331	VEHICLE OPERATIONS	10.50
I-5775-106230		SHOP SUPPLIES		75.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SHOP SUPPLIES			110 5-210-2-6331	VEHICLE OPERATIONS	75.00
I-5775-106324		FD #610		123.39			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		FD #610			001 5-150-2-6331	VEHICLE OPERATIONS	123.39
I-5775-106344		P126 REPAIR		139.35			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		P126 REPAIR			001 5-110-2-6332	VEHICLE REPAIR	139.35

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POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-000349	HARVEY'S AUTOMOTIVE &	(** CONTINUED **)					
I-5775-106588		BUCKET TRUCK		3.60			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		BUCKET TRUCK			110 5-210-2-6332	VEHICLE REPAIR	3.60
I-5775-106742		P-128		155.80			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		P-128			001 5-110-2-6332	VEHICLE REPAIR	155.80
I-5775-106760		WELDING		8.49			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		WELDING			110 5-210-2-6507	OPERATING SUPPLIES	8.49
I-5775-106853		TIE STRAP		3.02			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		TIE STRAP			110 5-210-2-6332	VEHICLE REPAIR	3.02
I-5775-106908		P-127		385.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		P-127			001 5-110-2-6332	VEHICLE REPAIR	385.50
I-5775-106945		P-127 CREDIT		30.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		P-127 CREDIT			001 5-110-2-6332	VEHICLE REPAIR	30.00
I-5775-106963		INSPECTOR REPAIR		7.47			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		INSPECTOR REPAIR			001 5-170-2-6332	VEHICLE REPAIR	7.47
I-5775-106990		P-130		155.83			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		P-130			001 5-110-2-6332	VEHICLE REPAIR	155.83
I-5775-107007		CABLE LUG		3.39			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		CABLE LUG			110 5-210-2-6332	VEHICLE REPAIR	3.39
=== VENDOR TOTALS ===				1,528.24			

01-002464 HOTSYS CLEANING SYSTEMS

I-0164538-IN		PARTS / LABOR		354.25			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		HOTSYS CLEANING SYSTEMS			110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	354.25
=== VENDOR TOTALS ===				354.25			

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=====						
01-000211	HYDRAQUIP LTD					
I-44116		PARTS	494.10			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PARTS		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	494.10
=== VENDOR TOTALS ===			494.10			
=====						
01-000133	INDIANOLA FIRE DEPARTMENT					
I-15-73		BILLING SERVICES	1,085.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		BILLING SERVICES		001 5-160-2-6413	PAYMENT FOR SERVICES	1,085.00
=== VENDOR TOTALS ===			1,085.00			
=====						
01-000143	INDOFF INC					
I-2697000		PAPER	59.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PAPER		001 5-150-2-6506	OFFICE SUPPLIES	59.00
I-2736094		SUPPLIES	169.26			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		001 5-599-2-6506	OFFICE SUPPLIES	39.41
		SUPPLIES		001 5-170-2-6506	OFFICE SUPPLIES	53.44
		SUPPLIES		001 5-650-2-6506	OFFICE SUPPLIES	76.41
I-2736095		DEV BINDERS	66.67			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		DEV BINDERS		001 5-599-2-6506	OFFICE SUPPLIES	66.67
I-2739093		SIT STANDS	858.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SIT STANDS		001 5-650-3-6721	FURNITURE & FIXTURES	858.00
I-2740081		DEV PAPER	27.15			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		DEV PAPER		001 5-599-2-6506	OFFICE SUPPLIES	27.15
I-2740730		PD SUPPLIES	57.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PD SUPPLIES		001 5-110-2-6506	OFFICE SUPPLIES	57.50
I-2740731		PD PAPER	68.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PD PAPER		001 5-110-2-6506	OFFICE SUPPLIES	68.00

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=====						
01-000143	INDOFF INC	(** CONTINUED **)				
I-2740732		P&R PAPER	59.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		P&R PAPER		001 5-440-2-6506	OFFICE SUPPLIES	59.00
I-2740733		FD PAPER	59.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		FD PAPER		001 5-150-2-6506	OFFICE SUPPLIES	59.00
I-2741494		PD TONER	98.33			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PD TONER		001 5-110-2-6506	OFFICE SUPPLIES	98.33
I-2741495		SUPPLIES	106.03			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		001 5-599-2-6506	OFFICE SUPPLIES	15.86
		SUPPLIES		001 5-170-2-6506	OFFICE SUPPLIES	90.17
		=== VENDOR TOTALS ===	1,627.94			
=====						
01-000761	IOWA NAFTA					
I-201601142070		NOV CERT - LEWISTON	350.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		NOV CERT - LEWISTON		001 5-110-1-6230	EDUCATION AND TRAINING	350.00
		=== VENDOR TOTALS ===	350.00			
=====						
01-002671	JAMES OIL COMPANY LLC					
I-53960		FUEL	3,158.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		FUEL		110 5-210-2-6333	FUEL	3,158.00
I-53961		FUEL	2,799.32			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		FUEL		110 5-210-2-6333	FUEL	2,799.32
		=== VENDOR TOTALS ===	5,957.32			
=====						
01-003674	JOHNSTONE SUPPLY					
I-3058158		FILTERS	13.62			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		FILTERS		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	13.62
		=== VENDOR TOTALS ===	13.62			

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=====							
01-002738 KELLY MILLER							
I-201601132069		CDL REIMBURSEMENT		64.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		CDL REIMBURSEMENT			001 5-150-1-6182	ALLOWANCES	64.00
=== VENDOR TOTALS ===				64.00			
=====							
01-003081 KLOCKES EMERGENCY VEHICLES							
I-1063		EQUIPMENT		1,181.49			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		EQUIPMENT			810 5-899-3-6727	CAPITAL EQUIPMENT	1,181.49
=== VENDOR TOTALS ===				1,181.49			
=====							
01-001646 LARUE DISTRIBUTING INC							
I-2700-2576114		COFFEE SERVICE		228.59			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		COFFEE SERVICE			001 5-110-2-6413	PAYMENT FOR SERVICES	228.59
=== VENDOR TOTALS ===				228.59			
=====							
01-003384 LUKE PARRIS							
I-201601142074		MILEAGE REIMBURSEMENT		30.13			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		MILEAGE REIMBURSEMENT			001 5-599-1-6182	ALLOWANCES	30.13
=== VENDOR TOTALS ===				30.13			
=====							
01-000399 MARY JANE SHARP							
I-JAN		CLASSES		960.40			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		CIRCUIT			001 5-440-2-6413	PAYMENT FOR SERVICES	205.80
		SCULPTING			001 5-440-2-6413	PAYMENT FOR SERVICES	548.80
		STEP			001 5-440-2-6413	PAYMENT FOR SERVICES	205.80
=== VENDOR TOTALS ===				960.40			
=====							
01-000427 MATHESON TRI-GAS, INC.							
I-12553281		SUPPLIES		442.43			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		SUPPLIES			001 5-160-2-6530	MEDICAL SUPPLIES	442.43
=== VENDOR TOTALS ===				442.43			

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=====						
01-002215 MCHS EMS PROGRAM						
I-201601132068		CEH VETTERICK	10.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		CEH VETTERICK		001 5-160-2-6520	TRAINING SUPPLIES	10.00
=== VENDOR TOTALS ===			10.00			
=====						
01-005608 MEDICAP PHARMACY						
I-184236		SUPPLIES	49.98			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	49.98
=== VENDOR TOTALS ===			49.98			
=====						
01-000644 MENARDS						
I-13995		SUPPLIES	289.51			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		600 5-810-2-6507	OPERATING SUPPLIES	42.87
		SUPPLIES		610 5-815-2-6350	OPERATIONAL EQUIPMENT RE	44.99
		SUPPLIES		001 5-430-2-6507	OPERATING SUPPLIES	41.67
		FLOOD LIGHT		001 5-410-2-6310	BUILDING MAINTENANCE/REP	159.98
I-16009		SUPPLIES	102.11			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		001 5-190-2-6310	BLDG MAINTENANCE	76.14
		SUPPLIES		001 5-650-2-6310	BUILDING MAINTENANCE/REP	25.97
=== VENDOR TOTALS ===			391.62			
=====						
01-002554 MERCY COLLEGE OF HEALTH SCIENC						
I-1712154		CLASSES	68.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		VETTERICK / FICK		001 5-160-1-6220	SUBSCRIPTIONS & EDUCATIO	68.00
=== VENDOR TOTALS ===			68.00			
=====						
01-000095 MID-STATES ORGANIZED CRIME INF						
I-23052-23516		2016 MEMBERSHIP	150.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		2016 MEMBERSHIP		001 5-110-1-6210	ASSOCIATION DUES	150.00
=== VENDOR TOTALS ===			150.00			

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=====							
01-005300		MIDWEST BREATHING AIR SYS					
I-19780		TESTING	153.24				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		TESTING		001 5-150-2-6350	OPERATIONAL EQUIPMENT RE		153.24
=== VENDOR TOTALS ===			153.24				
=====							
01-000609		MIDWEST WHEEL					
I-247115-00		LED FLOOD	79.32				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		LED FLOOD		600 5-810-2-6507	OPERATING SUPPLIES		79.32
=== VENDOR TOTALS ===			79.32				
=====							
01-000618		MUNICIPAL SUPPLY					
I-0612480-IN		PARTS	562.37				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		PARTS		600 5-810-2-6507	OPERATING SUPPLIES		562.37
I-0612481-IN		SUPPLIES	32.50				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		SUPPLIES		600 5-810-2-6507	OPERATING SUPPLIES		32.50
I-0612482-IN		PARTS	275.00				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		PARTS		600 5-810-2-6507	OPERATING SUPPLIES		275.00
=== VENDOR TOTALS ===			869.87				
=====							
01-001502		NANCY KUEHL					
I-201601132067		REIMBURSEMENT	182.98				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		CRAFT CLUB		001 5-440-2-6507	OPERATING SUPPLIES		84.50
		DADDY DAUGHTER		001 5-440-2-6507	OPERATING SUPPLIES		98.48
=== VENDOR TOTALS ===			182.98				
=====							
01-000656		NORTH WARREN TOWN & COUNTY NEW					
I-010716 PUB HEARING		ECON DEV AGREE PUB HEAR	21.70				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		ECON DEV AGREE PUB HEAR		001 5-599-2-6402	ADVERTISING & LEGAL PUBL		21.70
I-012116 PUB HEAR		PUBLISH BUD AMEND PUB HEAR	74.40				
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N			
		PUBLISH BUD AMEND PUB HEAR		001 5-650-2-6402	ADVERTISING & LEGAL PUBL		74.40

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=====						
01-000656		NORTH WARREN TOWN & COUNTY NEW(** CONTINUED **)				
I-121715	MINUTES	PUBLISH MINUTES	133.30			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PUBLISH MINUTES		001 5-650-2-6402	ADVERTISING & LEGAL PUBL	133.30
I-ORDINANCE 15-12		PUBLISH ORD	8.89			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PUBLISH ORD		001 5-650-2-6402	ADVERTISING & LEGAL PUBL	8.89
I-ORDINANCE 15-13		PUBLISH ORD	8.25			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PUBLISH ORD		001 5-650-2-6414	PRINTING & PUBLISHING EX	8.25
=== VENDOR TOTALS ===			246.54			
=====						
01-000659		NORWALK HARDWARE & AUTO				
I-123115		SUPPLIES	201.18			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		001 5-299-2-6350	OPERATIONAL EQUIPMENT RE	83.16
		SUPPLIES		001 5-599-2-6506	OFFICE SUPPLIES	32.62
		SUPPLIES		001 5-410-2-6507	OPERATING SUPPLIES	11.78
		SUPPLIES		001 5-150-2-6507	OPERATING SUPPLIES	55.64
		SUPPLIES		110 5-210-2-6507	OPERATING SUPPLIES	16.98
		SUPPLIES		001 5-110-2-6507	OPERATING SUPPLIES	1.00
=== VENDOR TOTALS ===			201.18			
=====						
01-000664		NORWALK READY-MIXED CONCRETE,				
I-169023		MAIN & LEWIS	651.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		MAIN & LEWIS		110 5-210-2-6417	STREET MAINTENANCE SUPPL	651.50
I-169430		MERLE HUFF	506.25			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		MERLE HUFF		110 5-210-2-6417	STREET MAINTENANCE SUPPL	506.25
=== VENDOR TOTALS ===			1,157.75			
=====						
01-000744		PEPSI-COLA				
I-99970459		PEPSI-COLA	131.34			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PEPSI-COLA		001 5-150-2-6507	OPERATING SUPPLIES	131.34
=== VENDOR TOTALS ===			131.34			

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=====						
01-000753 PLUMB SUPPLY						
I-3394911		PARTS	794.14			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PARTS		001 5-499-2-6350	OPERATIONAL EQUIPMENT RE	794.14
=== VENDOR TOTALS ===			794.14			
=====						
01-002576 PURCHASE POWER						
I-201601142071		PS POSTAGE	369.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PS POSTAGE		001 5-110-2-6508	POSTAGE AND SHIPPING	369.00
I-201601142075		POSTAGE	1,000.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		POSTAGE		001 5-650-2-6508	POSTAGE AND SHIPPING	184.71
		POSTAGE		001 5-599-2-6508	POSTAGE AND SHIPPING	94.65
		POSTAGE		600 5-811-2-6508	POSTAGE AND SHIPPING	435.94
		POSTAGE		610 5-816-2-6508	POSTAGE AND SHIPPING	174.62
		POSTAGE		740 5-865-2-6507	OPERATING SUPPLIES	62.50
		POSTAGE		001 5-150-2-6508	POSTAGE AND SHIPPING	15.73
		POSTAGE		001 5-110-2-6508	POSTAGE AND SHIPPING	14.63
		POSTAGE		001 5-410-2-6508	POSTAGE AND SHIPPING	12.52
		POSTAGE		001 5-440-2-6508	POSTAGE AND SHIPPING	4.70
=== VENDOR TOTALS ===			1,369.00			
=====						
01-003236 REGISTER MEDIA						
I-0009177062		ROAD CONTR PUB HEAR	22.34			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		ROAD CONTR PUB HEAR		001 5-650-2-6402	ADVERTISING & LEGAL PUBL	22.34
=== VENDOR TOTALS ===			22.34			
=====						
01-000765 SCOTTS FOODS						
I-01052016		SUPPLIES	302.05			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		SUPPLIES		001 5-410-2-6507	OPERATING SUPPLIES	151.84
		SUPPLIES		001 5-440-2-6507	OPERATING SUPPLIES	37.68
		SUPPLIES		001 5-650-2-6507	OPERATING SUPPLIES	71.91
		SUPPLIES		001 5-150-2-6507	OPERATING SUPPLIES	5.98
		SUPPLIES		001 5-299-2-6506	OFFICE SUPPLIES	34.64
=== VENDOR TOTALS ===			302.05			

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-002140 SECRETARY OF STATE							
I-745931-16		STRAVERS NOTARY		30.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		STRAVERS NOTARY			001 5-599-2-6413	PAYMENT FOR SERVICES	30.00
I-777639-16		HOCK NOTARY		30.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		HOCK NOTARY			001 5-650-2-6413	PAYMENT FOR SERVICES	30.00
=== VENDOR TOTALS ===				60.00			
=====							
01-005318 SPRAYER SPECIALTIES INC							
I-0948323-IN		HOSE		140.90			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		HOSE			600 5-810-2-6417	STREET MAINTENANCE SUPPL	140.90
=== VENDOR TOTALS ===				140.90			
=====							
01-000767 TASER INTERNATIONAL							
I-SI1423158		REPLACEMENT		3,504.15			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		REPLACEMENT			001 5-110-2-6507	OPERATING SUPPLIES	3,504.15
I-SI1423496		BATTERIES		27.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		BATTERIES			001 5-110-2-6507	OPERATING SUPPLIES	27.00
=== VENDOR TOTALS ===				3,531.15			
=====							
01-000956 TERMINIX INTERNATIONAL							
I-351258981		PEST CONTROL		67.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		PEST CONTROL			001 5-650-2-6413	PAYMENT FOR SERVICES	67.00
=== VENDOR TOTALS ===				67.00			
=====							
01-001869 THE GRAPHIC EDGE							
I-958431		YOUTH TEAM TSHIRTS		39.16			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016			1099: N		
		YOUTH TEAM TSHIRTS			001 5-440-2-6507	OPERATING SUPPLIES	39.16
=== VENDOR TOTALS ===				39.16			

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-005630 TRUCK EQUIPMENT INC						
I-275658		#32 PICK UP	16.14			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		#32 PICK UP		110 5-250-2-6350	OPERATIONAL EQUIPMENT RE	16.14
=== VENDOR TOTALS ===			16.14			
=====						
01-002435 TYLER TECHNOLOGIES						
I-025-143644		ONLINE UTILITY	115.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		ONLINE UTILITY		001 5-650-2-6413	PAYMENT FOR SERVICES	25.00
		ONLINE UTILITY		600 5-811-2-6413	PAYMENT FOR SERVICES	90.00
=== VENDOR TOTALS ===			115.00			
=====						
01-001784 UNITY POINT CLINIC OCCUPATIONA						
I-189514		UNITY POINT CLINIC OCCUPATION	37.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		UNITY POINT CLINIC OCCUPATIONA		110 5-210-2-6490	CONSULTANT & PROFESSIONA	37.00
=== VENDOR TOTALS ===			37.00			
=====						
01-001052 VEENSTRA & KIMM INC.						
I-14283-2		WATER DIST SYS UPGRADE	3,365.25			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		WATER DIST SYS UPGRADE		600 5-810-3-6728	CAPITAL IMPROVEMENTS	3,365.25
I-14284-1		WATER DIST SYS UPGRADE	7,467.80			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		WATER DIST SYS UPGRADE		600 5-810-3-6728	CAPITAL IMPROVEMENTS	7,467.80
=== VENDOR TOTALS ===			10,833.05			
=====						
01-003000 VITAL SUPPORT SYSTEMS						
I-87226		VMWARE RENEW	2,389.72			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		VMWARE RENEW		001 5-670-2-6490	CONSULTANT & PROFESSIONA	2,389.72
=== VENDOR TOTALS ===			2,389.72			

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-003545 WADE WAGONER						
I-201601142076		MILEAGE REIMBURSEMENT	30.08			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		MILEAGE REIMBURSEMENT		001 5-599-1-6240	MEETING & CONFERENCES	30.08
=== VENDOR TOTALS ===			30.08			
=====						
01-003578 WINNERS CIRCLE						
I-174		DARE TROPHY	10.00			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		DARE TROPHY		003 5-114-3-6425	PUBLIC EDUCATION EXPENSE	10.00
I-176		PLAQUE	67.50			
1/21/2016	AP	DUE: 1/21/2016 DISC: 1/21/2016		1099: N		
		PLAQUE		001 5-110-2-6413	PAYMENT FOR SERVICES	67.50
=== VENDOR TOTALS ===			77.50			
=== PACKET TOTALS ===			54,959.47			

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 54,959.47
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 54,959.47

** G/L ACCOUNT TOTALS **

					=====LINE ITEM=====				=====GROUP BUDGET=====	
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG		ANNUAL BUDGET	BUDGET AVAILABLE
2015-2016	001-2020		ACCOUNTS PAYABLE	27,927.12-*						
	001-5-110-1-6181		ALLOWANCES - UNIFORMS	306.71	14,950	3,432.46				
	001-5-110-1-6210		ASSOCIATION DUES	150.00	700	230.00				
	001-5-110-1-6230		EDUCATION AND TRAINING	350.00	13,000	3,405.43				
	001-5-110-1-6607		DRUG DOG	37.10	1,500	618.07				
	001-5-110-2-6332		VEHICLE REPAIR	866.48	17,500	10,410.91				
	001-5-110-2-6413		PAYMENT FOR SERVICES	296.09	15,000	9,747.38				
	001-5-110-2-6506		OFFICE SUPPLIES	223.83	4,500	2,994.26				
	001-5-110-2-6507		OPERATING SUPPLIES	3,532.15	17,000	7,765.49				
	001-5-110-2-6508		POSTAGE AND SHIPPING	383.63	1,300	202.86				
	001-5-150-1-6181		ALLOWANCES - UNIFORMS	275.29	6,000	1,398.44				
	001-5-150-1-6182		ALLOWANCES	64.00	500	436.00				
	001-5-150-1-6230		EDUCATION AND TRAINING	332.30	6,750	4,744.84				
	001-5-150-2-6331		VEHICLE OPERATIONS	7,452.59	9,000	4,492.99- Y				
	001-5-150-2-6350		OPERATIONAL EQUIPMENT RE	1,849.09	8,000	4,087.78				
	001-5-150-2-6506		OFFICE SUPPLIES	118.00	1,250	725.22				
	001-5-150-2-6507		OPERATING SUPPLIES	192.96	4,500	706.09				
	001-5-150-2-6508		POSTAGE AND SHIPPING	15.73	0	72.13- Y				
	001-5-160-1-6220		SUBSCRIPTIONS & EDUCATIO	68.00	3,500	1,572.00				
	001-5-160-2-6413		PAYMENT FOR SERVICES	1,085.00	13,500	8,715.00				
	001-5-160-2-6520		TRAINING SUPPLIES	10.00	500	490.00				
	001-5-160-2-6530		MEDICAL SUPPLIES	2,818.05	24,000	16,573.66				
	001-5-170-2-6332		VEHICLE REPAIR	106.95	500	393.05				
	001-5-170-2-6506		OFFICE SUPPLIES	143.61	400	1,633.21- Y				
	001-5-190-2-6310		BLDG MAINTENANCE	76.14	375	298.86				
	001-5-299-2-6350		OPERATIONAL EQUIPMENT RE	83.16	4,500	3,298.87				
	001-5-299-2-6506		OFFICE SUPPLIES	34.64	500	417.84				
	001-5-410-2-6310		BUILDING MAINTENANCE/REP	159.98	14,000	6,515.21				
	001-5-410-2-6507		OPERATING SUPPLIES	163.62	12,000	7,923.95				
	001-5-410-2-6508		POSTAGE AND SHIPPING	12.52	3,500	3,409.79				
	001-5-430-2-6413		PAYMENT FOR SERVICES	53.50	4,000	3,736.43				

PACKET: 03502 0121 COUNCIL AP
 VENDOR SET: 01 CITY OF NORWALK
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		001-5-430-2-6507	OPERATING SUPPLIES	41.67	4,000	1,123.55- Y		
		001-5-440-2-6413	PAYMENT FOR SERVICES	960.40	40,000	14,328.81		
		001-5-440-2-6506	OFFICE SUPPLIES	59.00	800	527.19		
		001-5-440-2-6507	OPERATING SUPPLIES	336.92	30,000	11,604.83		
		001-5-440-2-6508	POSTAGE AND SHIPPING	4.70	500	483.22		
		001-5-499-2-6350	OPERATIONAL EQUIPMENT RE	794.14	3,000	4,974.33- Y		
		001-5-599-1-6182	ALLOWANCES	30.13	300	95.10- Y		
		001-5-599-1-6240	MEETING & CONFERENCES	30.08	3,200	135.10- Y		
		001-5-599-2-6402	ADVERTISING & LEGAL PUBL	21.70	1,000	471.92		
		001-5-599-2-6413	PAYMENT FOR SERVICES	30.00	3,000	1,538.03- Y		
		001-5-599-2-6506	OFFICE SUPPLIES	261.71	1,400	1,821.82- Y		
		001-5-599-2-6508	POSTAGE AND SHIPPING	94.65	400	23.30- Y		
		001-5-610-1-6240	MEETING & CONFERENCES	25.00	4,000	1,130.32- Y		
		001-5-650-2-6310	BUILDING MAINTENANCE/REP	25.97	6,000	1,633.22- Y		
		001-5-650-2-6402	ADVERTISING & LEGAL PUBL	238.93	2,500	121.32		
		001-5-650-2-6413	PAYMENT FOR SERVICES	122.00	4,000	484.60		
		001-5-650-2-6414	PRINTING & PUBLISHING EX	8.25	7,000	6,161.55		
		001-5-650-2-6506	OFFICE SUPPLIES	76.41	2,250	460.72- Y		
		001-5-650-2-6507	OPERATING SUPPLIES	71.91	3,000	873.67- Y		
		001-5-650-2-6508	POSTAGE AND SHIPPING	184.71	4,500	3,744.26		
		001-5-650-3-6721	FURNITURE & FIXTURES	858.00	0	2,732.00- Y		
		001-5-670-2-6490	CONSULTANT & PROFESSIONA	2,389.72	43,000	20,723.81		
		003-2020	ACCOUNTS PAYABLE	10.00-*				
		003-5-114-3-6425	PUBLIC EDUCATION EXPENSE	10.00	4,200	2,063.37		
		110-2020	ACCOUNTS PAYABLE	9,880.19-*				
		110-5-210-1-6181	ALLOWANCES - UNIFORMS	705.00	4,550	274.95- Y		
		110-5-210-2-6331	VEHICLE OPERATIONS	150.87	37,000	26,673.56		
		110-5-210-2-6332	VEHICLE REPAIR	369.91	18,000	12,620.81		
		110-5-210-2-6333	FUEL	5,957.32	90,000	56,647.96		
		110-5-210-2-6350	OPERATIONAL EQUIPMENT RE	861.97	12,000	12,910.83- Y		
		110-5-210-2-6417	STREET MAINTENANCE SUPPL	1,600.32	80,000	26,749.70		
		110-5-210-2-6490	CONSULTANT & PROFESSIONA	37.00	5,000	2,995.00		
		110-5-210-2-6507	OPERATING SUPPLIES	25.47	15,000	10,254.74		
		110-5-250-2-6350	OPERATIONAL EQUIPMENT RE	172.33	12,000	8,328.29		
		160-2020	ACCOUNTS PAYABLE	1,150.50-*				
		160-5-520-2-6490	CONSULTANT & PROFESSIONA	1,150.50	15,000	2,004.50		
		600-2020	ACCOUNTS PAYABLE	12,628.06-*				
		600-5-810-1-6210	ASSOCIATION DUES	136.11	1,500	988.89		
		600-5-810-2-6417	STREET MAINTENANCE SUPPL	140.90	4,000	3,742.22		
		600-5-810-2-6507	OPERATING SUPPLIES	992.06	65,000	50,271.42		
		600-5-810-3-6728	CAPITAL IMPROVEMENTS	10,833.05	332,000	178,438.37		
		600-5-811-2-6413	PAYMENT FOR SERVICES	90.00	445,000	190,707.53		
		600-5-811-2-6508	POSTAGE AND SHIPPING	435.94	10,000	960.06		
		610-2020	ACCOUNTS PAYABLE	219.61-*				
		610-5-815-2-6350	OPERATIONAL EQUIPMENT RE	44.99	8,000	22,377.13- Y		

PACKET: 03502 0121 COUNCIL AP
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		610-5-816-2-6508	POSTAGE AND SHIPPING	174.62	7,000	4,239.69		
		740-2020	ACCOUNTS PAYABLE	62.50-*				
		740-5-865-2-6507	OPERATING SUPPLIES	62.50	8,500	8,123.44		
		810-2020	ACCOUNTS PAYABLE	3,081.49-*				
		810-5-899-3-6727	CAPITAL EQUIPMENT	3,081.49	348,725	8,516.57		
		999-1300	DUE FROM 001-GENERAL FUN	27,927.12 *				
		999-1302	DUE FROM 003-T&A POLICE/	10.00 *				
		999-1303	DUE FROM 110-ROAD USE TA	9,880.19 *				
		999-1307	DUE FROM 160-ECONOMIC DE	1,150.50 *				
		999-1317	DUE FROM 600-WATER FUND	12,628.06 *				
		999-1324	DUE FROM 740-STORM WATER	62.50 *				
		999-1325	DUE FROM 810-EQUIP REVOL	3,081.49 *				
		999-1331	DUE FROM 610-SEWER FUND	219.61 *				
			** 2015-2016 YEAR TOTALS	54,959.47				

PACKET: 03502 0121 COUNCIL AP
VENDOR SET: 01 CITY OF NORWALK
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	1/2016	27,927.12
003	1/2016	10.00
110	1/2016	9,880.19
160	1/2016	1,150.50
600	1/2016	12,628.06
610	1/2016	219.61
740	1/2016	62.50
810	1/2016	3,081.49

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6
For Meeting of 01.21.2016


ITEM TITLE: Consideration and Action on a Resolution Approving Contracts and Bonds for the Cedar Street & Beardsley Street Pavement Improvements

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION:

A resolution has been approved awarding the construction contract for the Cedar Street & Beardsley Street Pavement Improvements to McAninch Corporation. The bid letting was held on December 2, 2015 with this contractor being the lowest responsible bidder. Shive Hattery Architecture & Engineering is the City's project engineer and has reviewed the contractor's bonds, insurance certificate, and executed contract. Based on their recommendation the documents can now be signed by the Mayor upon approval of the supporting resolution.

COST: The contract amount for the public improvement is \$557,923.20

<u> X </u> Resolution _____ Ordinance ____ Contract _____ Other (Specify) _____	
Funding Source _____ T.I.F. _____	
APPROVED FOR SUBMITTAL _____	
City Manager	

STAFF RECOMMENDATION: Staff recommends approval of the construction contract and bond as recommended by the project engineer.

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT AND BOND
FOR
CEDAR STREET & BEARDSLEY STREET PAVEMENT IMPROVEMENTS
TO
McANINCH CORPORATION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Cedar Street & Beardsley Street Pavement Improvements and described more specifically in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: McAninch Corporation
4001 Delaware Ave.
Des Moines, Iowa 50313

Bonding Co. Western Surety Company
150 S. 5th Street, Suite 2800
Minneapolis, MN 55402

Amount of Bid: \$ 557,923.20

All labor and materials needed to complete the work identified for the Cedar Street & Beardsley Street Pavement Improvements.

PASSED and ADOPTED this 7th day of January, 2016

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No.
For Meeting of 01/17/2016

ITEM TITLE: Resolution Approving Appointment to Polk County E911 Service Board

CONTACT PERSON: Ryan Coburn, Acting Fire Chief

SUMMARY EXPLANATION:

Adopt resolution to appoint Ryan Coburn as Primary Member, and Greg Staples as Alternate Member of the Polk Co. E911 Service Board for the 2016 calendar year.

 X Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____

Funding Source: _____

APPROVED FOR SUBMITTAL _____


Marketa Oliver, City Manager

STAFF RECOMMENDATION: adopt Resolution by roll call vote.

RESOLUTION NO. _____

Resolution to Appoint a Member and Alternate Member(s) to the Polk County E911 Service Board

WHEREAS, the Polk County Joint Enhanced 911 Service board enables the orderly development, installation, and operation of enhanced 911 emergency telephone communication systems and other emergency 911 notification devices; and

WHEREAS, the Polk County Board of Supervisors shall maintain a Joint E911 Service Board; and

WHEREAS, each political subdivision having a public safety agency serving territory within the county is entitled to voting membership on the Joint E911 Service Board; and

WHEREAS, the Joint E911 Service Board shall annually submit a listing of members, to include the political subdivision they represent; and

WHEREAS, the board members shall be the liaison between their jurisdiction and the board.

Now, Therefore it be resolved that Ryan Coburn be appointed as the primary member: and

Be it further resolved that Greg Staples be appointed as an alternate member; and

Be it further resolved that the Member or Alternate Member attend the Board Meetings on behalf of Norwalk Public Safety.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6e
For Meeting of 01/21/2016

ITEM TITLE: Resolution Approving Agreement between City of Norwalk, and ACS Firehouse Software.

CONTACT PERSON: Ryan Coburn, Acting Fire Chief

BACKGROUND: The Norwalk Fire Department has a long standing relationship with the ACS Firehouse Corporation, and has been utilizing the Firehouse product for more than 15 years. This reporting is required on the National Level for fire-based responses and for the ability to bill for EMS treatment and transports.

DESCRIPTION: Firehouse Software is a comprehensive, all inclusive software package designed for fire department applications. This package allows all pre-incident plan information to be accessed from mobile units and responding vehicles. Firehouse provides a platform that is fully compatible with both the National Fire Incident Reporting Software (NIFRS) as well as the State of Iowa medical reporting software. This will allow entry of responses for EMS billing, Inspections, and tracking staff activities such as education hours and hours worked. This software will further allow the Norwalk Fire Department to move all storage of information to a Cloud-based storage system and move away from the management of current servers housed at the public safety building.

The contract term is for a period of (5) years, at an annual cost of \$3,172.00.

☒ Resolution ☐ Ordinance ☐ Contract ☐ Other (Specify) _____

Funding Source: _____

APPROVED FOR SUBMITTAL _____

Marketa Oliver, City Manager

STAFF RECOMMENDATION: Adopt Resolution by roll call vote.

RESOLUTION NO. _____

Resolution Approving Agreement between City of Norwalk and ACS Firehouse Corporation.

WHEREAS, the City of Norwalk is a duly organized municipality; and,

WHEREAS, The Firehouse Software Corporation is private software corporation owned and operated by the Xerox Company; and

WHEREAS, The City of Norwalk desires to enter into a Software License Agreement with Firehouse Software for the purchase of software to be used for the reporting of all Fire Department Responses, EMS Responses, and further data management; and

WHEREAS, the contract term is for a period of (5) years, at an annual cost of \$3,172.00; and

WHEREAS, the Norwalk Fire Department has researched, and recommends the purchase of the software, and service agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa that the said agreement be executed.

PASSED AND APPROVED this 21st day of January, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6f
For Meeting of 01.21.2016

ITEM TITLE: Consideration of Resolution approving a five dollar price increase for Norwalk Softball League and Twin Rivers Baseball League.

CONTACT PERSON: Nancy Kuehl, Parks and Recreation Director

SUMMARY EXPLANATION:

Following is a summary of the proposed five dollar cost increase for Norwalk Softball League

In March 2015 Norwalk City Council approved a five dollar increase across the board for recreational leagues, recreational programs and facility rentals.

This is the first time that the City of Norwalk Parks and Recreation Department has had contract negotiations with Norwalk Softball League and the Twin Rivers Baseball League since the five dollar increase has passed in March 2015.

The City of Norwalk Parks and Recreation recommends to keep the five dollar increase across the board for all programs, leagues and rentals the approval of a five dollar increase per individual for Norwalk Softball League.

 X Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____

Funding Source: _____

APPROVED FOR SUBMITTAL _____

A handwritten signature in black ink, appearing to read "Franklin D. ...", is written over the line for the City Manager's approval.

City Manager

STAFF RECOMMENDATION: Adopt the resolution

RESOLUTION NO. _____

Resolution approving a five dollar cost increase for Norwalk Softball League and Twin Rivers Baseball League.

In March 2015 Norwalk City Council approved a five dollar increase across the board for recreational leagues, recreational programs and facility rentals.

This is the first time that the City of Norwalk Parks and Recreation Department has had contract negotiations with the Norwalk Softball League and Twin Rivers Baseball League since the five dollar increase has passed in March 2015.

The City of Norwalk Parks and Recreation recommends to keep the five dollar increase across the board for all programs, leagues and rentals the approval of a five dollar increase per individual for Norwalk Softball League and Twin Rivers Baseball League.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Lester	___	___	___
Isley	___	___	___
Riva	___	___	___
Livingston	___	___	___

AGREEMENT

The Norwalk Twin Rivers Baseball League (NTRBL) and the City of Norwalk ("City") hereby enter into the following agreement for Norwalk Twin Rivers Baseball League use of the Norwalk Sports Complex located at 200 Wright Road, Norwalk, Iowa, under the following terms and conditions.

The parties will agree:

1. **Effective Date.** The effective date of this Agreement shall be the execution date effective for the 2016 summer season.
2. **Fees.** Fees for summer season league games shall be twenty-five dollars per child. The fees shall be paid to the City on or before the first day of each season March 15th.
3. **Fields.** NTRBL will be allotted limited use of the two baseball fields for practices and games commencing the first full week of April, if weather permits, and throughout the season ending approximately the first week of July. Use is expected to be up to four games per night, Monday/Wednesday/Friday, up to two Saturdays from 8 a.m.-6 p.m. and up to two games every Sunday. A tentative practice/game schedule shall be provided prior to the start of the season for the City's final approval. All scheduling of games and practices shall be subject to the City's final approval.
4. **Term.** The term of this agreement shall be for five (5) years, with the cost per child renegotiated at the end of two seasons and prior to the commencement of the next season.
5. **Maintenance.**
 - a. **Maintenance.** The City shall provide maintenance for the fields including mowing, first drag work, and painting of the foul lines on grass areas for each field as the City sees fit.
 - b. All other lining, drag work, or other maintenance can be performed by NTRBL as it sees fit.
 - c. NTRBL will be allowed use of the non-motorized equipment of the City located at the facility necessary for maintenance it performs. NTRBL shall be allowed to store equipment in the storage unit next to the fields to the extent space is available. The equipment and storage unit shall remain secure at all times. Only those individuals designated by NTRBL and approved by the City shall be authorized to access the facility and/or operate equipment.

- d. NTRBL shall pay for replacement and labor costs for any damage to the facility arising from NTRBL use of the facility and equipment, other than reasonable wear and tear.
 - e. NTRBL shall be provided a set of keys, at NTRBL expense, not to be duplicated, for access to the storage unit and restrooms.
- 6. Picking Up Grounds. NTRBL will pick up the fields and surrounding areas used by NTRBL or its spectators after use to ensure the removal of all litter and other debris.
- 7. Playing Conditions. The City, through its Parks and Recreation Department, will be responsible for determining whether the fields are playable due to weather conditions. Such determination will be made as early as possible so NTRBL has time to communicate the information to coaches and opposing coaches (before 3 p.m. if possible). The Department shall provide the name and telephone number of the designated employee to NTRBL. The President or a board member designated by the President of NTRBL shall contact the Department's designated employee to determine whether fields are playable.
- 8. Intent. It is the intent of the parties to work together to promote the sport of baseball in Norwalk, Iowa. The parties are independent contractors to one another and the relationship is not one of employment, agency, partnership, or joint venture.
- 9. Insurance. NTRBL will Provide to the City proof of liability insurance in the amount of \$1,000,000 (one million dollars) naming the City as additional insured and provide insurance to its players through its league. NTRBL will provide such proof of insurance to the City on or before March 15 of each year.
- 10. NTRBL will provide to the City a complete roster or other document satisfactory to the City, demonstrating the resident/non resident status of teams in the league and will provide the City with annual income statements.
- 11. The NTRBL shall indemnify, defend, save and hold harmless the City of Norwalk, its officers, employees, agents, and volunteers from any and all liability, claims, lawsuits, loss, damages, costs and expenses, or judgments (including attorneys fees) for any property damage or personal injury occurring in the course of the NTRBL use of the City's fields under this Contract or resulting from an act or omission of NTRBL in connection with any obligation under this Contract, unless the claim or lawsuit arises as a result of the sole negligence of the City. NTRBL represents that its activities

pursuant to the provisions of this contract will be supervised by adequately trained and qualified personnel, as determined by NTRBL, and NTRBL will observe and cause its agents and the participants in the activity to observe all safety rules for the facility and this activity. NTRBL acknowledges that the City has no duty to and will not provide supervision of the activity.

12. The City shall indemnify, defend, save and hold harmless the NTRBL for any and all liability, claims, lawsuits, loss, damages, costs and expenses, or judgments (including attorneys fees) resulting from the sole negligence of the City.
13. All maintenance and use of the sports complex is at the full discretion of the City.
14. Severability. If any section, provision or part of this agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Dated this ____ day of _____, 2016.

Norwalk Twin Rivers Baseball League

City of Norwalk

President

By: _____
Title: _____

AGREEMENT

The Norwalk Softball League (NSL) and the City of Norwalk ("City") hereby enter into the following agreement for Norwalk Softball League use of the Norwalk Sports Complex located at 200 Wright Road, Norwalk, Iowa, under the following terms and conditions.

The parties will agree:

1. **Effective Date.** The effective date of this Agreement shall be the execution date effective for the 2016 summer season.
2. **Fees.** Fees for summer season league games shall be twenty-five dollars per child. The fees shall be paid to the City on or before the first day of each season March 15th.
3. **Fields.** NSL will be allotted limited use of the two baseball fields for practices and games commencing the first full week of April, if weather permits, and throughout the season ending approximately the first week of July. Use is expected to be up to four games per night, Tuesday/Thursday, up to two Saturdays from 8 a.m.-6 p.m for tournament play. A tentative practice/game schedule shall be provided prior to the start of the season for the City's final approval. All scheduling of games and practices shall be subject to the City's final approval.
4. **Term.** The term of this agreement shall be for five (5) years, with the cost per child renegotiated at the end of two seasons and prior to the commencement of the next season.
5. **Maintenance.**
 - a. **Maintenance.** The City shall provide maintenance for the fields including mowing, first drag work, and painting of the foul lines on grass areas for each field as the City sees fit.
 - b. All other lining, drag work, or other maintenance can be performed by NSL as it sees fit.
 - c. NSL will be allowed use of the non-motorized equipment of the City located at the facility necessary for maintenance it performs. NSL shall be allowed to store equipment in the storage unit next to the fields to the extent space is available. The equipment and storage unit shall remain secure at all times. Only those individuals designated by NSL and approved by the City shall be authorized to access the facility and/or operate equipment.
 - d. NSL shall pay for replacement and labor costs for any damage to the facility arising from NSL use of the facility and equipment, other than reasonable wear and tear.

- e. NSL shall be provided a set of keys, at NSL expense, not to be duplicated, for access to the storage unit and restrooms.
6. Picking Up Grounds. NSL will pick up the fields and surrounding areas used by NSL or its spectators after use to ensure the removal of all litter and other debris.
7. Playing Conditions. The City, through its Parks and Recreation Department, will be responsible for determining whether the fields are playable due to weather conditions. Such determination will be made as early as possible so NSL has time to communicate the information to coaches and opposing coaches (before 3 p.m. if possible). The Department shall provide the name and telephone number of the designated employee to NSL. The President or a board member designated by the President of NSL shall contact the Department's designated employee to determine whether fields are playable.
8. Intent. It is the intent of the parties to work together to promote the sport of baseball in Norwalk, Iowa. The parties are independent contractors to one another and the relationship is not one of employment, agency, partnership, or joint venture.
9. Insurance. NSL will Provide to the City proof of liability insurance in the amount of \$1,000,000 (one million dollars) naming the City as additional insured and provide insurance to its players through its league. NSL will provide such proof of insurance to the City on or before March 15 of each year.
10. NSL will provide to the City a complete roster or other document satisfactory to the City, demonstrating the resident/non resident status of teams in the league and will provide the City with annual income statements.
11. The NSL shall indemnify, defend, save and hold harmless the City of Norwalk, its officers, employees, agents, and volunteers from any and all liability, claims, lawsuits, loss, damages, costs and expenses, or judgments (including attorneys fees) for any property damage or personal injury occurring in the course of the NSL use of the City's fields under this Contract or resulting from an act or omission of NSL in connection with any obligation under this Contract, unless the claim or lawsuit arises as a result of the sole negligence of the City. NSL represents that its activities pursuant to the provisions of this contract will be supervised by adequately trained and qualified personnel, as determined by NSL, and NSL will observe and cause its agents and the participants in the activity to observe all safety rules for the facility and this activity. NSL acknowledges that the City has no duty to and will not provide supervision of the activity.

12. The City shall indemnify, defend, save and hold harmless the NSL for any and all liability, claims, lawsuits, loss, damages, costs and expenses, or judgments (including attorneys fees) resulting from the sole negligence of the City.
13. All maintenance and use of the sports complex is at the full discretion of the City.
14. Severability. If any section, provision or part of this agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Dated this ____ day of _____, 2016.

Norwalk Softball League

City of Norwalk

President

By: _____
Title: _____



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6
For Meeting of 01/21/2016

ITEM TITLE: Ratification of Fire Department application for Assistance to Firefighters Grant

CONTACT PERSON: Ryan Coburn, Acting Fire Chief

SUMMARY EXPLANATION:

The Norwalk Fire Department has applied for the 2016 AFG Assistance to Firefighters Grant (AFG). This is a grant funded through FEMA which requires the city of Norwalk to Fund 10% in matching cost. This grant is being specifically constructed for the purchase of a new Rescue Engine to replace the existing engine that is 18 years old. The current apparatus continues to burden the vehicle repair budget and is nearing the end of its usable life per NPFA standards. The City is requesting \$725,000 towards the cost of the Rescue Engine.

The purpose of this item is to ratify the application submittal. The Council will have the option to accept or decline funds if awarded the grant. The City has received the AFG several times in the past, but never in this amount. This will be the first time, at least in the past 15 years, that the City has applied for apparatus through this grant.

☒ Resolution ____ Ordinance ____ Contract ____ Other (Specify) ____

Funding Source: ____ General/GO ____

APPROVED FOR SUBMITTAL

A handwritten signature in blue ink, appearing to read "Marketa Oliver", is written over a horizontal line.

Marketa Oliver, City Manager

STAFF RECOMMENDATION: adopt Resolution by roll call vote.

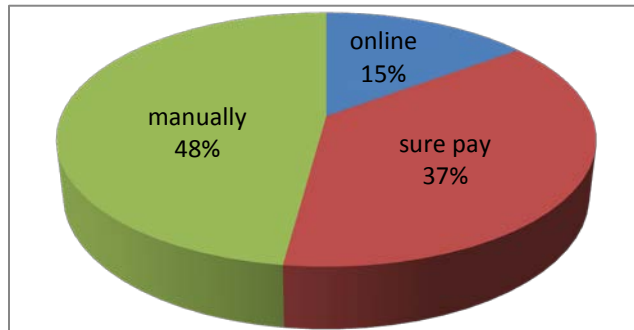
**Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

515.981.9520
Telephone



Water Department

Meters were read on December 1st (for November consumption). Residents received bills in the mail around December 15th; payments were due, on these 3,623 **utility bills**, by January 4th. We received 2,576 payments in December. In all, 382 payments were received through our online payment site; 961 were processed through SurePay and the remaining 1233 were receipted in manually by City Hall administrative staff from mail, drop box and walk-ins or call-ins.

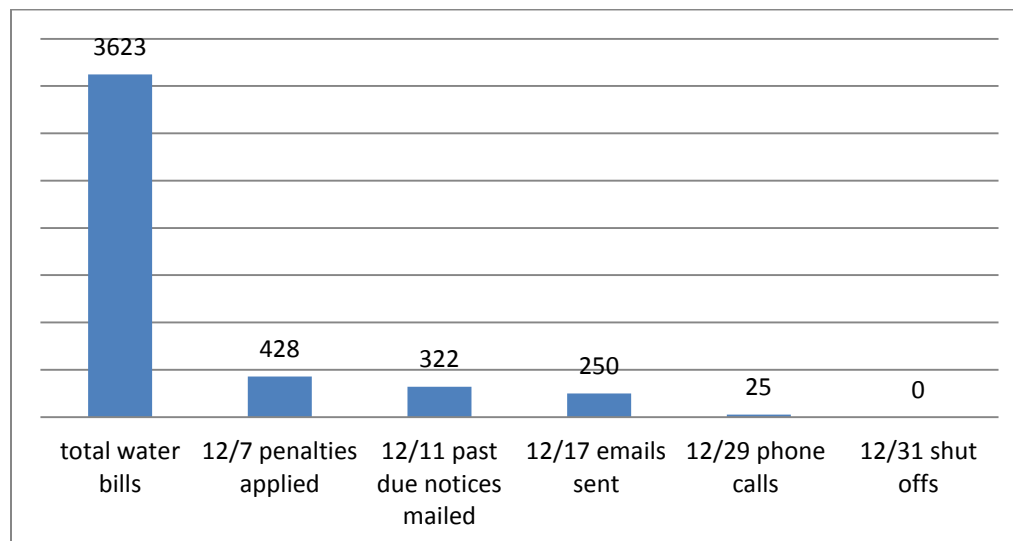


On December 7th, penalties were applied to 428 unpaid accounts. Past due notices were mailed out, on December 11th, to 322 utility customers. This included 17 accounts that had made payment arrangements but were not yet paid and 66 rental properties. Copies were sent to the landlords as well.

As of December 17th, we had current email addresses on file for 250 of the past due accounts and reminders were sent. An additional 48 unpaid accounts did not receive this reminder because they did not provide this information to us.

A third reminder was sent December 29th. An automated phone message regarding their account being subject to shut off went out to 25 residents, who have given us current contact information. The calls were answered, or voicemail picked up, for all except 2.

No accounts were processed for **shut off** in December; one has a known broken curb stop and the other is a suspected foreclosed home. There are 6 properties with accounts shut off for billing due to foreclosure.



This month the water department processed 69 **work orders** for meter reads and installations; new or transferred accounts; and disconnections. Included were 11 meters that were replaced. More meters continue to be changed out as residents call in with questions about their bills. If the total consumption is over 1 million gallons, or the meter is more than 13 years old, the water department is setting appointments to get the updated meters installed. Work orders also included 19 new residents, who signed up for service; and 6 current residents, who relocated within the city. Seven builders had water meters installed in December and ten rental units reverted service back to the landlords.

In 2015 the Water Department verified 27 curb stops were repaired. Currently there are an additional 47 curb stops that we have identified as needing repair.

Utility Advisory Commission did not meet in December. The UAC meeting agendas and minutes can be viewed on the website at: <http://www.norwalk.iowa.gov/Departments/UtilityServices.aspx> .

City Hall Administration

No new **Compost it!** premium service carts were sold in December. There were 150 participants during the 2015 season.

One **Parking ticket** was paid at City Hall in December and 2 citations, written more than 30 days ago, were returned to the Police Department for non-payment processing.

There were 134 **dog licenses** issued for 2016 during the month of December. Animal Control was called for 1 unidentified loose dog, for a total of 41 impounds processed during 2015. There were 869 dog tags issued for 2015.

Also at the front counter, during November, approximately 15 **new residents** came in to sign up for service and received a detailed explanation of the new resident packet. This information can also be found on our website at: http://www.norwalk.iowa.gov/Portals/0/New%20Resident%20Packet/00_2015_07_01_NewResidentPacket_website.pdf

December included the usual monitoring and maintenance of the city's website and facebook pages; Norwalk Living and Norwalk Notes publications and media releases. The NCIS projects and the Founders' District project communications are available on the city website at: <http://www.norwalk.iowa.gov/Departments/PublicWorks/NCISProjects.aspx>.

The **Wellness Committee** met briefly in December to finalize plans for the ugly sweater holiday potluck.

City Council held the regular 1st and 3rd Thursday meetings in December. Agendas, packets and minutes for each of these meetings can be viewed on the city website at: <http://www.norwalk.iowa.gov/YourGovernment/AgendasandMinutes.aspx>.

NOTE: During the 2015 calendar year the Norwalk City Council held 29 public meetings, including 4 work sessions and 2 special meetings. The council held 18 public hearings; passed 12 ordinances, waiving 10 readings; adopted 163 resolutions; entered closed session 9 times; tabled 7 actions and swore in 3 police officers, a City Clerk and 3 council members. They reviewed 1 audit, 80

monthly department reports and 10 treasurer reports; adopted a budget and certified the tax levy. They also voted to approve the following consent items: 24 liquor licenses, 8 block parties, 4 street closures, numerous board appointments, 23 claims lists and more tax abatement applications than ever before.

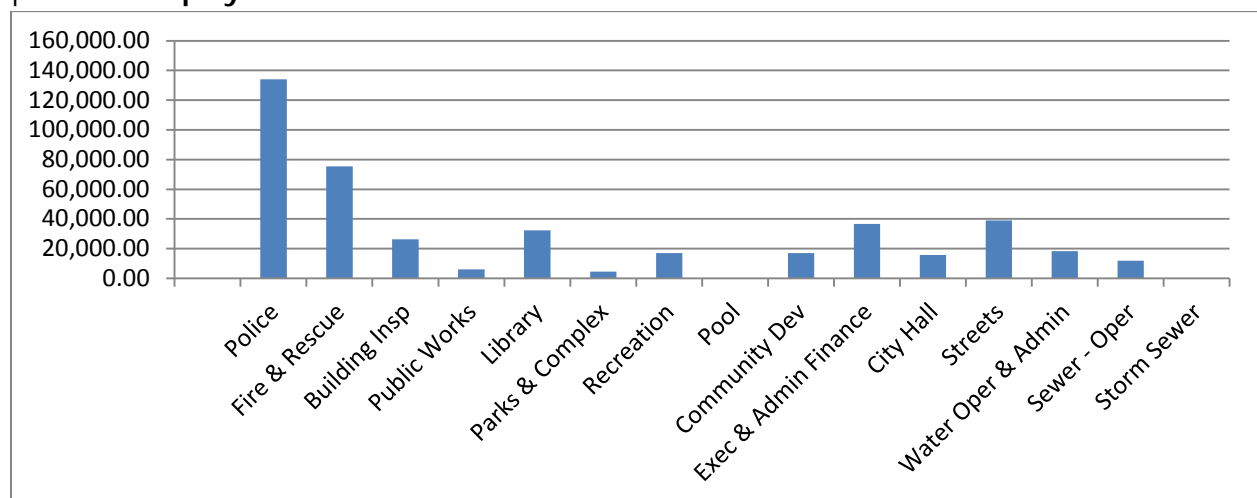
Finance Office

The City files with **Iowa Income Offset** to collect debt for utility bills and EMS fees. Currently there are 129 residents on the list with delinquent debt totaling \$58,729.85; of which \$4,725.94 is from utility billing and \$54,044.51 is for unpaid EMS fees. In 2015 we collected \$6,320.18 from the Income Offset Program; \$4,521.78 in EMS fees and \$1,798.40 for utility bills. We were also able to collect \$300 in EMS fees and \$1351.33 for utility bills directly from customers who were submitted to Iowa Income Offset.

In 2015 the Utility Billing Clerk also sent lien/special assessment letters to 28 residents for unpaid water bills and curb stop repairs. She filed liens on 13 addresses that remained delinquent for a total of \$8822.60.

The city's bank accounts were **balanced and reconciled** for the current month. During the month of December, the FY 15-16 budget amendment was prepared and work continued on the FY 16-17 budget.

The City Clerk loaded each employees elected benefits for the new period and processed **payroll** for 263 timesheets in December.



*Information provided from Incode - 1/12/16.

Norwalk Community Development December 2015 Monthly Report



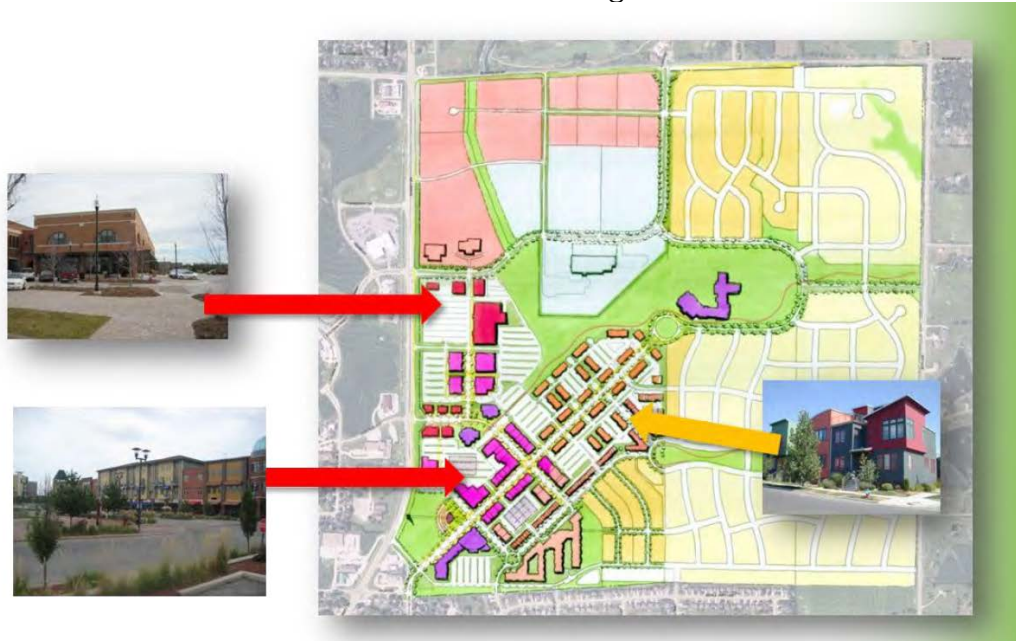
Economic Development:

The City, with a \$37,500 grant from the MPO's tomorrow plan, continues to work towards making Sub Area 1 (A mixed used town center development that Norwalkian's will be proud to call the heart of their City) a reality.

The kick off meeting of the Steering Committee of the Sub-Area 1 Master Plan was held on December 21, 2015. The Committee consists of:

- Chris Shires, Consultant, Confluence
- Bob Olson, Consultant, Proximity
- David Bentz, Consultant, Bishop Engineering
- Stephanie Riva, Norwalk City Council
- Marketa Oliver, City Manager
- Wade Wagoner, Planning & Economic Development Director
- Tim Hoskins, Public Works Director
- Luke Parris, City Planner
- Hollie Askey, Warren County Economic Development Corporation
- Zach Young, Des Moines Area Metropolitan Planning Organization

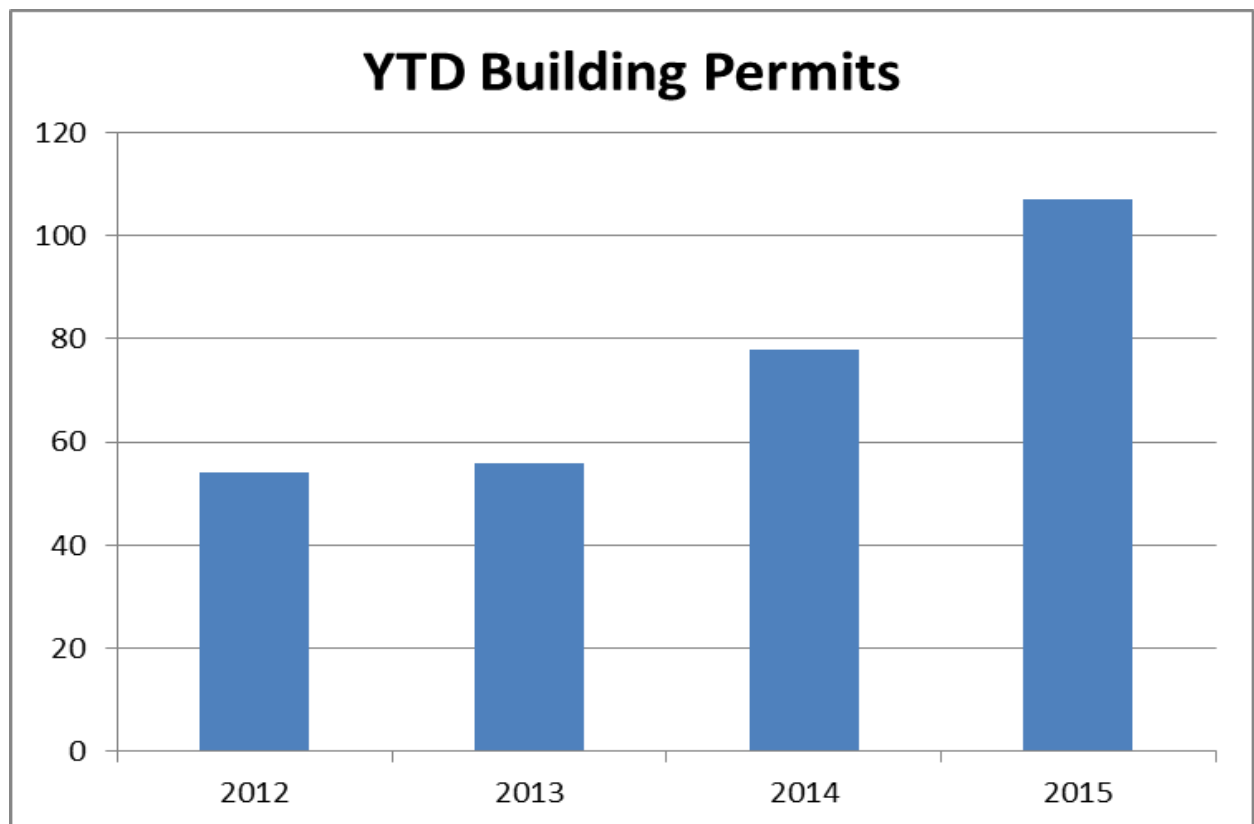
The Steering Committee discussed the project goals, identified key stakeholder, reviewed the input process, identified data needs, and reviewed the general elements of the master plan.



Work continues on a development agreement for the Marketplace at Echo Valley project.

Building Department - Permit Information:

City of Norwalk -December New Construction Building Permits								
BP Issued	Single Family	Value	Townhome	Value	Multi-Family	Value	Commercial	Value
2015								
This month	7	\$ 1,659,302	0	\$ -	0	\$ -	0	\$ -
YTD	107	\$ 31,555,928	38	\$ 8,144,747	0	\$ -	0	\$ -
FYD	51	\$ 13,775,177	13	\$ 2,987,492	0	\$ -	0	\$ -
2014								
This month	5	\$ 1,471,481	0	\$ -	0	\$ -	0	\$ -
YTD	78	\$ 24,350,692	8	\$ 2,178,217	6	\$ 19,285,963	2	\$ 4,418,833
FYD	34	\$ 10,659,880	6	\$ 1,556,396	4	\$ 12,340,784	1	\$ 345,864
2013								
This month	6	\$ 2,772,974	0	\$ -	0	\$ -	0	\$ -
YTD	86	\$ 24,499,302	21	\$ 5,516,923	0	\$ -	1	\$ 1,471,204
FYD	46	\$ 14,449,343	21	\$ 5,516,923	0	\$ -	0	\$ -
2012								
This month	3	\$ 795,632	5	\$ 924,609	0	\$ -	0	\$ -
YTD	54	\$ 15,174,336	16	\$ 2,850,843	0	\$ -	0	\$ -
FYD	29	\$ 8,226,607	14	\$ 2,431,310	0	\$ -	0	\$ -



Building Permit Revenue Report			
PERMIT TYPE	MONTHLY TOTAL	DECEMBER REVENUE	FYD REVENUE
Apartment Building	0	\$ -	\$ -
Commercial Addition	0	\$ -	\$ -
Commercial Building	0	\$ -	\$ -
Commercial Remodel	0	\$ -	\$ 1,038.83
Deck	2	\$ 50.00	\$ 425.00
Demolition	0	\$ -	\$ 100.00
Driveway	1	\$ 25.00	\$ 375.00
Electrical	6	\$ 390.00	\$ 4,445.00
Fence	4	\$ 100.00	\$ 875.00
Garage	0	\$ -	\$ 1,504.32
Misc	1	\$ 25.00	\$ 193.99
Mechanical	1	\$ 35.00	\$ 3,587.00
Plumbing	3	\$ 105.00	\$ 4,781.00
Porch	1	\$ 50.00	\$ 280.33
Pool	0	\$ -	\$ 40.00
Residential (Single Family)	7	\$ 15,900.41	\$ 124,972.36
Residential Addition	0	\$ -	\$ -
Residential Remodel	4	\$ 614.87	\$ 2,292.07
Shed	1	\$ 25.00	\$ 175.00
Sidewalk	0	\$ -	\$ 25.00
Sign	0	\$ -	\$ 271.20
Townhome	0	\$ -	\$ 31,009.53
	31	\$ 17,320.28	\$176,390.63

Tony and Chris averaged over 11 inspections a day during the 21 working days in December.

The Building Department is very excited to welcome Chris Campbell!! Tony has been training him and Chris has already successfully passed two certification exams, with another one scheduled this week! According to our builders, it is going to be a busy spring so we are very glad to have a second inspector that will be all trained and ready to go!!

DECEMBER BUILDING INSPECTIONS

Deck	8
Electrical	19
Final	79
Footing	4
Foundation Drain	1
Foundation Wall	5
Framing	21
Mechanical	14
Plumbing	47
Sheer Wall	4
Sidewalk/Approach	4
Tar/Tile/Gravel	35
	3
TOTAL INSPECTIONS	244

FY 15-16 Budget	Balance
\$120,000	\$56,390.63

Planning and Zoning Commission

1. New Business

- a. Consideration and recommendation on the proposed vacation of the right-of-way easement of Masteller Road
- b. Discussion regarding the start of the SubArea 1 Master Plan
- c. Informational presentation regarding best practices for parking management and design
- d. Discuss upcoming election of Commission Chair and Vice-Chair

2. Future Business Items

- a. SubArea 1 Master Plan RFP
- b. Legacy Plat 19 Construction Documents
- c. Estates on the Ridge Plat 2 Construction Documents
- d. Old School Plat 2 Final Plat
- e. Orchard View Plat 3 Construction Documents
- f. North Shore Planned Unit Development
- g. Edencrest at Legacy Site Plan
- h. Comprehensive Plan Amendment for Trail Map
- i. Welcome Sign Progress

Board of Adjustment

The Board of Adjustment did not meet in December.

Code Enforcement

We have some on-going items, but nothing new to report.





TO: HONORABLE MAYOR AND MEMBERS OF COUNCIL
FROM: RYAN COBURN, ASSISTANT FIRE CHIEF
SUBJECT: MONTHLY REPORT – JANUARY 2016
DATE: JANUARY 11, 2015
CC: MARKETA OLIVER, CITY MANAGER

Significant Incidents

- The Fire Department responded to 2 vehicle fires in the month of December.

Training

- A CPR recertification class was held during scheduled EMS training and was taught by Jenn Vetterick.
- Fire training consisted of a commercial structure fire scenario that was conducted by Cpt Jon Lund.

Statistical Reporting

- Total number of responses for December - 79
- Fire - 30
- EMS - 49
- Rental inspections completed – 0
- Commercial Inspections - 10

Misc

- The new ambulance was placed in service the first week of December.
- Travis Powell and Nathan Balk completed their fire training through the Windsor Heights Fire Academy and as set to begin their EMS training in January.
- The Fire Association escorted Santa Clause into town on December 12th which is an event that the community looks forward to yearly.



**Board of Trustees
Fiscal Year 2016**

Board of Trustees

Tom Dunn
President

Andrea Johnson
Treasurer

Dyann Vilez
Secretary

Elizabeth Thompson

Judy Corcoran

Steve Clarke

Cindy Gavin

Holly Sealine
Director

**Norwalk Easter Public Library
Monthly Director's Report
January 2016**

Monthly Statistics (Used for Annual Report to Sate Library):

- Library Visitors during previous month: 4,624
- Circulation of items during previous month:
 - 5,497 (items within library)
 - 567 (Bridges items)
 - 44 (Zinio items)
 - **6,108 Total**
- New Accounts during previous month:
 - 23 adult accounts
 - 6 juvenile accounts
- Meeting Room Rentals during previous month:
 - 11 rentals
- Reference Interactions during previous month:
 - 38 @ Circulation Desk
 - 20 @ Youth Services Desk
 - **58 Total**
- Library Volunteers during the previous month:
 - 6 participants
 - 13 number of hours volunteered
- Programming Statistics:

	# of Programs	# of Participants
Children's	22	788
Teen	1	6
Adult	4	11
Adult Outreach	6	62
Technology Help Sessions	2	2
Exam Proctoring	0	0

Assistant Director:

November Stats:	
Total # of Items Added	229
Total # of Items Withdrawn	53

Youth Services:

December was a busy month in the youth department! We kicked things off with our Christmas at the Library event, with nearly 400 attendees over 3 hours! We also decorated cookies and made candy with teens, had nearly 75 people to celebrate an early Noon Year's Eve countdown, and had many storytimes and after school activities. The brochures for January-April programs are now available at the library.

Adult Services:

1. Craft Night made Christmas treats (leftover cookies and candy suckers from teen treat-making) and decorated cans containers. There were 7 participants. We had a craft supply exchange or project swap and next month will be Macramé.
2. Tech @ 10 was offered, but no one came during Dec. I had 2 tech appointments this month.
3. Canceled the "Trending Topics" night (TED talks) because it was the night after the winter storm and I was ill. I didn't hear if anyone came, but don't think so. I have a speaker coming for organizing and de-cluttering, for part II in Jan.
4. Book Club is happening in Jan.
5. Jan. book display will be Patron/Staff Picks for recommending materials. Hope to see a lot of different ages and resources.



TO: HONORABLE MAYOR AND MEMBERS OF COUNCIL
FROM: GREG STAPLES, CHIEF OF POLICE
SUBJECT: MONTHLY REPORT –DECEMBER 2015
DATE: JANUARY 21, 2016
CC: MARKETA OLIVER, CITY MANAGER

Significant Incidents

- On two nights several reports of car windows being broken by BB gun pellets were received. The investigation is still continuing into these crimes.
- An audit of ALL property stored in the property room was completed. All items were accounted for and no discrepancies were located.
- Officer Metzger retired after almost 28 years of service; effective December 31.
- Officers wrote 749 police reports in 2015; a **36.4%** increase over 2014
- Calls for service were up **22.3%** for 2015

Community Policing / Involvement

- On the 10th Chief Staples attended the Chamber of Commerce Christmas Lunch
- On the 12th Chief Staples attended Community Chat
- On the 15th Chief Staples attended the Lakewood Village Association meeting
- On the 16th Officers Hepperly, Dunlop and Hutchinson along with Sgt Martin and Chief Staples participated in an educational event at Fareway. Officers spoke to residents and passed out literature about personal safety
- The bike patrol did not operate in December
- Chief Staples was elected chairperson for the Polk County Law Enforcement Executive Association; PLEXA

Training

- Officer Dunlop graduated from the police academy at ILEA
- Officer Hepperly attended the Reid School of Interview and Interrogation
- Officers Palmer, Spurr and Criswell along with Sergeants Downing and Martin attended a two hour class on Child Sex Abuse

Statistical Reporting

Traffic and General Activities

	Oct	Oct		Nov	Nov		Dec	Dec		Quarter	Quarter	
	2014	2015	Change	2014	2015	Change	2014	2015	Change	2014	2015	Change
Traffic Related												
Traffic Stops	79	92	13	84	95	11	85	168	83	248	355	107
Moving Violations	19	18	-1	18	28	10	25	19	-6	62	65	3
<i>Speeding</i>	16	9	-7	16	13	-3	12	13	1	44	35	-9
<i>Impaired Driving</i>	3	5	2	0	2	2	0	5	5	3	12	9
Equipment / License Citations	9	12	3	4	13	9	4	12	8	17	37	20
<i>Occupant Protection</i>	1	0	-1	0	0	0	0	0	0	1	0	-1
Written Warnings	42	46	4	54	46	-8	36	107	71	132	199	67
Crash Investigations	7	9	2	8	12	4	10	10	0	25	31	6
General Activities	2014	2015	Change	2014	2015	Change	2014	2015	Change	2014	2015	Change
Drug Investigations	2	4	2	0	2	2	4	3	-1	6	9	3
Officer Initiated Incidents	3	6	3	1	4	3	4	5	1	8	15	7
Public Service Calls	62	61	-1	52	53	1	57	58	1	171	172	1
Calls For Service	511	537	26	379	504	125	399	621	222	1289	1662	373

28.9% increase in calls for service during the quarter
 300% increase in OWI arrests during the quarter

Criminal Incidents

	Oct	Oct		Nov	Nov		Dec	Dec		Quarter	Quarter	
	2014	2015	Change	2014	2015	Change	2014	2015	Change	2014	2015	Change
Crimes Against Person												
Assault Offenses	4	4	0	1	3	2	0	4	4	5	11	6
Sexual Assault Forcible	0	1	1	0	0	0	2	1	-1	2	2	0
Sexual Assault Non-Forcible	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	4	5	1	1	3	2	2	5	3	7	13	6
Crimes Against Property	2014	2015	Change	2014	2015	Change	2014	2015	Change	2014	2015	Change
Burglary	1	2	1	0	4	4	0	6	6	1	12	11
Fraud / Forgery / Embezzle	2	2	0	1	1	0	1	2	1	4	5	1
Theft / Larceny	9	11	2	8	22	14	4	11	7	21	44	23
Motor Vehicle Theft	4	0	-4	0	1	1	0	0	0	4	1	-3
Property Damage	1	4	3	7	4	-3	2	17	15	10	25	15
Subtotal	17	19	2	16	32	16	7	36	29	40	87	47
Total	21	24	3	17	35	18	9	41	32	47	100	53

High number of property damage reports is due to two series of BB gun damage to vehicles. The investigations into these crimes are on-going

Clearance Rates

	Oct				Nov				Dec			
	2015	Cleared	Inactive	Active	2015	Cleared	Inactive	Active	2015	Cleared	Inactive	Active
Crimes Against Person												
Assault Offenses	4	4			3	3			4	2		2
Sexual Assault Forcible	1		1		0				1	1		
Sexual Assault Non-Forcible	0				0				0			
Robbery	0				0				0			
Homicide	0				0				0			
Subtotal	5	4	1		3	3			5	3		2
Crimes Against Property	2015				2015				2015			
Burglary	2		2		4		4		6		5	1
Fraud / Forgery / Embezzle	2	2			1	1			2		1	1
Theft / Larceny	11	7	4		22	2	17	3	11	1	1	9
Motor Vehicle Theft	0				1		1		0			
Property Damage	4		4		4		4		17	1	3	13
Subtotal	19	9	10		32	3	26	3	36	2	10	24
Total	24	13	11		35	6	26	3	41	5	10	26

Fourth Quarter 2015 Clearance Rates Norwalk Police

Crimes Against Person	Total	Cleared	Clear %
Assault Offenses	11	9	82%
Sexual Assault Forcible	2	1	50%
Sexual Assault Non-Forcible	0	0	0%
Robbery	0	0	0%
Homicide	0	0	0%
Subtotal	13	10	77%
Crimes Against Property			
Burglary	12	0	0%
Fraud / Forgery / Embezzle	5	3	60%
Theft / Larceny	44	10	23%
Motor Vehicle Theft	1	0	0%
Property Damage	25	1	4%
Subtotal	87	14	16%
Total	100	24	24%

4th Quarter Norwalk Clearance Rates VS the 2014 National Averages

Type	Crimes Against Persons	Crimes Against Property
National	47%	18%
Cities under 10,000	56%	22%
Midwest	41%	18%
NORWALK	77%	16%

Out and About with the NPD



Officer Criswell receiving a Thank you card from the SADD group



Officer Hutchinson escorting a young resident out of Fareway



The NPD having fun bagging groceries and talking crime prevention

November 2015 Park and Recreation Activities

December Highlights

December was a slower month, due to the Holidays. The programs we had running at this time were Craft Club, Art Class, and OPALS. Preschool basketball and 5th and 6th grade coed basketball finished up before Christmas. It was very successful; several kids participated and had a lot of fun. Registrations for Coed Volleyball and Women's Volleyball were underway.

Park Commission Board

The commission meeting was held on Dec 2. We had four members for a quorum, and discussed a few items with those in attendance. The two new future parks were considered as to what should be included in each location; parking, shelters, playground equipment etc. The estimated amount for pool repair/improvement, 'what to do' with the concession stand agreement, and the 2016/17 budget were all topics of interest.

Staff

Adam, Jeff, and Nancy were on vacation throughout various weeks. Louise was gone on medical leave. Adam and Jeff also led the Lakewood 5th grade classes Kickball Tournament. All staff is working on updating the Spring brochure.

Activity	Teams	Participants
Early Out Art Class		7
Fitness: Step		12
Fitness: EB		16
Fitness: Cir		12
Family Open Gym		30
Bingo		18
Early Out Craft Club		8
Adult Coed Volleyball	8	48
Women's Volleyball	8	48
OPALS lunch		15

Submitted by
Nancy Kuehl, Director

MEMORANDUM

TO: Tom Phillips, Mayor; Norwalk City Council

FROM: Tim Hoskins, Public Works Director

CC: Marketa Oliver, City Manager

DATE: January 21, 2016

RE: Public Works Activity Report

Period: December, 2015

WATER ACTIVITIES:

- Daily master pit readings
- Modify old step van for water main break response
- Installation of meters with new development and change-outs
- Utility locates
- Test and store all pumps
- Perform chlorine samples as required for IDNR reporting
- Complete Monthly Operating Report for IDNR
- Transport bacterial tests to DMWW Lab

WASTEWATER ACTIVITIES:

- Perform lift station daily checks and recording
- Clean lift station grit baskets
- Monitor Holly Drive sewer flows during heavy rain events

ANIMAL CONTROL:

- Pick up dogs
- Tend to dogs held in kennel
- Clean and sanitize kennel
- Dispose of dead animals from right of way

REQUESTS FOR SERVICE WORK ORDERS:

DATE	DEPARTMENT	CATEGORY	VEHICLE #	SUMMARY OF WORK
12/02/2015	Library	building		paint curb in front of Library outlet failures in the workout room at the PD
12/03/2015	PD	building		light out in front lobby
12/07/2015	PW	trans	1014	repairs needed for door safety latch
12/07/2015	CD	trans	5008	service, RR tire leaks, temp control not working
12/07/2015	PD	trans	P127	engine noise/alternator or fan belt
12/07/2015	City Hall	building		fabricate chair carts (2)
12/08/2015	PD	trans	P128	breaks making noise while driving
12/09/2015	PD	Misc.		disposal of dead dog
12/11/2015	Library	building		lobby lights did not come on after power outage
12/11/2015	City Hall	building		adjust front plate on Marketa's desk to free cable
12/14/2015	PD	trans	128	break noise
12/14/2015	PW	building		roof leak on each side of door No. 16

12/14/2015	Library	building		heat not working
12/14/2015	PW	Streets		repair to stop light at Hwy 28 & North Ave`
12/16/2015	City Hall	building		replace stained ceiling tiles, fill holes in walls
12/17/2015	PD	trans		service, check tire monitoring system
12/17/2015	PD	trans	130	service
12/17/2015	PD	trans	P127	transmission issues, rpm gauge not working
12/18/2015	P&R	building		wants TV moved, wants transition for workout mat
12/18/2015	City Hall	building		clean carpet in council room
12/19/2015	PD	trans	P130	service/break issues
12/23/2015	PD	trans	P127	transmission issues
12/28/2015	PD	building		cold air in officers office

NUISANCE ABATEMENTS:

Date	Address	Property Owner	Nuisance
12/03/2015	410 VALENCIA CT	EAGLE, TRAVIS J/LINDSEY N	BASKETBALL GOAL ON STREET
12/03/2015	1221-1227 VICTORIA CIRCLE	CERMAK, CINDY L//WARD, MICHAEL E/KIM L	BASKETBALL GOAL ON STREET
12/03/2015	712 MARIE AVE	BATES, RYAN/MICHELLE	FURNITURE ON PARKING
12/07/2015	117 CHERRY STREET	JUERGENS, ALEXANDER J/ANGELA L	RUBBISH/DEBRIS//JUNK VEHICLE//VEHICLE ON LAWN
12/17/2015	117 CHERRY STREET	JUERGENS, ALEXANDER J/ANGELA L	RUBBISH/DEBRIS//JUNK VEHICLE ON LAWN
12/09/2015	4677 WAKONDA DR	GOMEZ, JILL A	FURNITURE ON PARKING
12/10/2015	809 ASHWOOD AVE	FOSTER, BOBBIE/FOSTER RAMONA	RUBBISH/DEBRIS//JUNK VEHICLE//VEHICLE ON LAWN
12/18/2015	809 ASHWOOD AVE	FOSTER, BOBBIE/FOSTER RAMONA	RUBBISH/ DEBRIS/VEHICLE ON LAWN
12/11/2015	720 SYCAMORE DR	LEWIS, MARY E	TREE LIMBS//RUBBISH/ DEBRIS
12/18/2015	720 SYCAMORE DR	LEWIS, MARY E	TREE LIMBS//RUBBISH/ DEBRIS
12/11/2015	411 KNOLL DR	WHEELER, RAYNEE B	FURNITURE ON PARKING
12/17/2015	407 CENTER ST	STAUDE, RODNEY A/MARGARET A	RUBBISH & DEBRIS

ROADWAY RELATED ACTIVITIES:

- Installation of Christmas decorations along streets
- Install stop signs & parking signs on Holly Dr. project
- Street repairs Elm Street
- Pickup cold mix for pot hole patching
- Pickup plow blades from DOT
- Pavement repairs Merle Huff east of E-17th
- Install snow fence in various locations

- Fill potholes in Lakewood Drive
- Snow & ice removal
- Remove vegetation & trees on Hwy 28 south of Elm
- Street sweeping
- Remove ice accumulations in streets – various locations
- Fabricate Hot Box for cold mix

CUSTODIAL/BUILDING & GROUNDS MAINTENANCE ACTIVITIES:

- Conduct monthly inspections
- Construct chair racks for City Hall
- Clean floor drains at Cherry Garage
- Install decorations at Library
- Deliver and remove Christmas tree at City Hall
- Clean drains and sump
- Close down nursery irrigation system
- Investigate roof leaks at PW

TRANSPORTATION:

- Accept delivery of new end loader, hold training
- Install new attachments on several loader tools
- Clean and winterize street sweeper

STORMWATER INSPECTIONS AND REPORTING:

- Clean and inspect storm sewer intakes
- Clean area north of pool at plugged intake
- Open culvert on 80th north of Beardsley
- Remove brush and grade drainage way on south side of Beardsley west

Storm Inspections

Date	Location	Owner/Contractor	Description	Inspection Type
12/01/2015	CASEYS GENERAL STORE CONSTRUCTION	CASSEYS GENERAL STORES		QUARTERLY
12/01/2015	SILVERADO RANCH ESTATES PLAT 2	SILVERADO JV 15 LLC	TRACKING	RANDOM
12/01/2015	WAKONDA DRIVE RESURFACING	CITY OF NORWALK		RANDOM
12/01/2015	MARKET PLACE AT ECHO VALLEY	UNITED PROPERTIES INVESTMENTS CO		RANDOM
12/01/2015	VILLAGE AT THE RIDGE	ECHO VALLEY REALTY LC		RANDOM
12/01/2015	128 ORCHARD TRAIL	JERRY'S HOMES	EROSION CONTROLS	RANDOM
12/01/2015	418 VALENCIA CT	JERRY'S HOMES	EROSION CONROLS	RANDOM
12/01/2015	3367 SILVERADO DR	DAWN COLLINS		RANDOM
12/01/2015	1316 PARKHILL DR	BLUE SKY CONSTRUCTION		RANDOM
12/01/2015	1024 NORWOOD CT	HAPPE HOMES		RANDOM
12/01/2015	105 W. HIGH RD	HAPPE HOMES		RANDOM
12/01/2015	1802 WETHERSFIELD DR	HUBBELL		RANDOM
12/01/2015	2053 WETHERSFIELD DR	HUBBELL	TRACKING	RANDOM

12/01/2015	1722 WETHERSFIELD DR	HUBBELL		RANDOM
12/01/2015	1716 WETHERSFIELD DR	HUBBELL		RANDOM
12/01/2015	1712 WETHERSFIELD DR	HUBBELL		RANDOM
12/01/2015	129 WEST HIGH RD	MEADOWBROOKE BUILDERS		RANDOM
12/01/2015	122 WEST HIGH RD	ORTON HOMES		RANDOM
12/01/2015	196 HIGH RD	ORTON HOMES		RANDOM
12/01/2015	200 HIGH RD	ORTON HOMES		RANDOM
12/01/2015	9040 PRAIRIE CLOVER CT	BRIGHTON HOMES		RANDOM
12/02/2015	3367 SILVERADO DR	DAWN COLLINS	TRACKING	RANDOM
12/02/2015	ROLLING GREENS PLATS 5, 6 & 7	DAVID ALBRIGHT	TRACKING	RANDOM
12/02/2015	2734 SHADY LANE DR	BRENIZER BUILDERS	TRACKING	RANDOM
12/02/2015	9439 BOTTLEBRUSH	NEIGHBORHOOD BUILDERS	STABILIZED	RANDOM
12/02/2015	9405 CONEFLOWER	DRAKE HOMES		RANDOM
12/02/2015	9417 CONEFLOWER CIRCLE	HALL OF FAME HOMES	STABILIZED	RANDOM
12/02/2015	9403 SWITCHGRASS TRAIL	SKS HOMES	STABILIZED	RANDOM
12/02/2015	9438 SWITCHGRASS	KRM HOMES	USING WASH-OUT	RANDOM
12/02/2015	9432 SWITHCGRASS	KRM HOMES	USING WASH-OUT	RANDOM
12/02/2015	ESTATES ON THE RIDGE	VISTA		RANDOM
12/02/2015	LEGACY LANDING	HUBBELL	CONTROLS/TOILETS	RANDOM
12/03/2015	TOWNHOMES AT THE LEGACY	SHOWCASE HOMES	INSPECTIONS	QUARTERLY
12/03/2015	114 W. HIGH RD	ORTON HOMES	EROSION CONTROLS	RANDOM
12/04/2015	2018 WETHERSFIELD DR	JACK SAWYER	TRACKING	RANDOM
12/04/2015	550 Legacy Ct 1-2	SHOWCASE HOMES	WASH-OUT	RANDOM
12/07/2015	2734 SHADY LANE DR	BRENIZER BUILDERS	TRACKING	RANDOM
12/07/2015	105 ORCHARD TRAIL DR	FLYNN HOMES	WASH-OUT	RANDOM
12/07/2015	226 WEST HIGH RD	DESTINY HOMES	EROSION CONTROLS	RANDOM
12/07/2015	2018 WETHERSFIELD DR	JACK SAWYER	WASH-OUT	RANDOM
12/07/2015	LEGACY PLAT 19	HUBBELL	14/21 TEMPORARY SEED	RANDOM
12/07/2015	1927 WETHERSFIELD DR	WOLF CONSTRUCTION	TRACKING	RANDOM
12/09/2015	503 ORCHARD HILLS DR	HAPPE HOMES	WASH-OUT	RANDOM

12/16/2015	1927 WETHERSFIELD DR	WOLF CONSTRUCTION	TRACKING//WASH-OUT	RANDOM
12/16/2015	2018 WETHERSFIELD DR	JACK SAWYER	MUD ON STREET	RANDOM
12/17/2015	9040 PRAIRIE CLOVER CT	BRIGHTON HOMES	EROSION CONTROLS	RANDOM
12/17/2015	2940 PRAIRIE ROSE DR	FRAKN MAURO	EROSION CONTROLS	RANDOM
12/17/2015	330 GEORGETOWN PLACE	HAPPE HOMES		RANDOM
12/17/2015	LEGACY LANDING	HUBBELL		COMPLIANT
12/17/2015	2734 SHADY LANE DR	BRENIZER BUILDERS		RANDOM
12/18/2015	1316 PARKHILL DR	BLUE SKY CONSTRUCTION	STABILIZED	COMPLAINT
12/18/2015	1024 NORWOOD CT	HAPPE HOMES		RANDOM
12/18/2015	MARKET PLACE AT ECHO VALLEY	UNITED PROPERTIES INVESTMENTS CO		RANDOM
12/18/2015	2865 JADEN LANE	R.M. MADDEN CONST.		RANDOM
12/18/2015	2869 JADEN LANE	R.M. MADDEN CONST.	STABILIZED	RANDOM
12/18/2015	2884 PARK PLACE	R.M. MADDEN CONST.		RANDOM
12/18/2015	2880 PARK PLACE	R.M. MADDEN CONST.		RANDOM
12/18/2015	703/707/711/715 & 719 NEWPORT	HUBBELL		RANDOM
12/18/2015	629/ 633/ 637/ 641 & 645 NEWPORT	HUBBELL		RANDOM
12/18/2015	BROWNSTONES AT CANTERBURY PLACE	HUBBELL	TEMPORARY SEEDING	RANDOM
12/18/2015	550 LEGACY CT	SHOWCASE HOMES		RANDOM
12/18/2015	112 BALFOUR DR	HUBBELL		RANDOM
12/18/2015	109 W. HIGH RD	HAPPE HOMES		RANDOM
12/18/2015	129 WEST HIGH RD	MEADOWBROOKE BUILDERS		RANDOM
12/18/2015	1712 WETHERSFIELD DR	HUBBELL		RANDOM
12/18/2015	1716 WETHERSFIELD DR	HUBBELL		RANDOM
12/18/2015	1722 WETHERSFIELD DR	HUBBELL	WASH-OUT NEEDED	RANDOM
12/18/2015	1802 WETHERSFIELD DR	HUBBELL	WASH-OUT NEEDED	RANDOM
12/18/2015	1927 WETHERSFIELD DR	WOLF CONSTRUCTION	WASH-OUT BEING USED	RANDOM
12/18/2015	2018 WETHERSFIELD DR	SAWYER HOMES		RANDOM
12/18/2015	2053 WETHERSFIELD DR	HUBBELL	REPAIR OR REPLACE CONTROLS	RANDOM

12/18/2015	PLAT 19	HUBBELL	NEED TO FINISH TEMPORARY SEEDING	RANDOM
12/18/2015	226 WEST HIGH RD	DESTINY HOMES		RANDOM

ADMINISTRATIVE:

- Prepare documents for council meetings
- Attend City Council meetings
- Review plats
- Attend department head meetings
- Attend progress meetings for ongoing construction projects
- Review subdivision construction plans
- Participate in organizational planning sessions for regional detention project
- Monitor subdivision paving operations
- Meet with engineers for trail extension project
- Review options for well restoration in conjunction with SE Trunk Sewer
- Review and code monthly invoices for payment approval
- Review projected water use demand needs with Des Moines Water Works
- Participate in Tech. Advisory Committee for CIRDWC
- Attend meeting to discuss plan for final assessment plat for Holly Dr.
- Attend Sketch Plan review for a potential town home development
- Participate in planning meeting for swimming pool updates
- Attend SIAC meeting for the school
- Attend Metro Waste Authority Board meeting
- Participate in MWA Board committee for Director evaluation
- Meet with DOT on erosion taking place along Hwy 28 south of North Ave.
- Participate in MWA Board Committee meeting on yard waste options
- Attend Steering Committee meeting for Sub Area 1
- Meet with DMWW engineers on options for distribution main feed from the west
- Meet with Ultra Green Lighting on proposals for LED lighting options at other city facilities

RESOLUTION NO. _____

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH UNITED PROPERTIES INVESTMENT COMPANY,
L.C.**

WHEREAS, the City of Norwalk, Iowa (the "City") has been presented a proposed Development Agreement for the Development of property situated within the City and owned by United Properties Investment Company, L.C.; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of certain economic development grants to the Developer in defraying the portion of the costs of carrying out the Public Improvements Project and acquiring real Property; and

WHEREAS, the completion of commercial development will benefit the City and entering into the Agreement is in the best interest of the City; and

WHEREAS Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS All necessary requirements for Public Notices and Hearings have been met by the City pursuant to Iowa Code ; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The proposed Development Agreement with United Properties Investment Company, L.C. is hereby approved.

Section 5. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

PASSED AND APPROVED this 21st day of January, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___

DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City of Norwalk, Iowa (the “City”) and United Properties Investment Company, L.C. (the “Developer”) as of the ____ day of _____, 2016 (the “Commencement Date”).

WHEREAS, the City has established the Norwalk Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Development Property”); and

WHEREAS, the Developer has proposed to undertake the development of the Development Property through the installation of certain public infrastructure improvements (the “Public Improvements Project”) and the development of new commercial facilities thereon (the “Commercial Development Project”); and

WHEREAS, the Developer has proposed to acquire certain real property (the “James Oil Property”) from James Oil Co. which is situated adjacent to the Development Property and is more particularly described on Exhibit A hereto, in order to more efficiently complete the Public Improvements Project; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of certain economic development grants to the Developer in defraying the portion of the costs of carrying out the Public Improvements Project and acquiring and clearing the James Oil Property; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Commercial Development Project. The Developer agrees to use its best efforts to promote the development of commercial lots on the Development Property, such that the Development Property is put to its highest and best use. The Developer will submit a detailed Planned Unit Development (the “PUD”) or an amendment to the existing PUD for the development of the Commercial Development Project to the City for the City’s formal review and approval prior to commencement of the public improvements. . Upon approval by the City, the PUD will be attached hereto as Exhibit B. The Developer agrees to cause the completion of the Commercial Development Project in accordance with the PUD.

2. Public Improvements Project Construction and Costs. The Developer agrees to cause the construction of the Public Improvements Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Exhibit C shall be created by the Developer and will be attached hereto upon approval by the City Council. After approval of Exhibit C and prior to commencing constructing of the Public Improvements Project, the Developer will submit copies of all engineering documents related to the proposed Public Improvements Project. The City may request reasonable changes in such documents, to ensure compliance with this Agreement and any applicable ordinances or regulations.

Furthermore, during construction of the Public Improvements Project, the Developer agrees to provide documentation (the "Public Improvement Costs Documentation"), in such form as may be requested by the City, of the costs incurred in the completion thereof (the "Public Improvements Costs"). For purposes of this Agreement, such Public Improvement Costs may include all cost of designing and constructing the street improvements including the construction of underlying storm water system, sanitary sewer system and waterworks system improvements; the installation of street lights and traffic signage, and other reasonably related costs of carrying out the Public Improvements Project. ~~The definition of what constitutes an infrastructure-related expense and what is a private property improvement not related to the infrastructure shall be determined by the City's engineer.~~

The Developer agrees to submit the Public Improvement Costs Documentation to the City during the construction of the Public Improvement Project. The Public Improvement Costs Documentation Shall be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the costs detailed in such documentation were in fact incurred in the installation of the Public Improvements Project and that such costs are of an amount reasonably to have been expected with respect to such installation.

The City shall retain all rights to inspect the Public Improvements Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Improvements Project is not completed in compliance with the laws of the State of Iowa, City of Norwalk or the terms of this Agreement.

Upon completion of the Public Improvements Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Improvements Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Improvements Project, which shall thereafter be maintained by the City.

3. Economic Development Grant Disbursement Request. Upon completion of the Public Improvements Project, the Developer agrees to submit a grant disbursement request (the "Disbursement Request"), in such form as may be requested by the City. The Disbursement Request required under this Section will be accompanied by any remaining Public Improvement Costs Documentation not previously submitted to the City.

4. James Oil Property Acquisition and Real Estate Closing Notice. The Developer is purchasing the James Oil Property from James Oil Co and will cause the clearance of the storage tanks and related structures situated thereon. ~~and the remediation of all environmental contamination thereon, if any..~~ The Developer agrees to submit a notice (the “Real Estate Closing Notice”) to the City when the transaction has been completed. The Real Estate Closing Notice shall provide evidence of the purchase price (the “Purchase Price”) paid by the Developer to James Oil Co. for the James Oil Property ~~and proof of the removal of the tanks and the remediation of all environmental contamination thereon.~~ **The City will have the right to review and approve the Purchase and Sale Agreement prior to providing the James Oil Property Acquisition grant and closing shall occur, including satisfaction of all terms of the Purchase and Sale Agreement, before the City is obligated to make the grant payment to the Developer.**

5. Granting of Right-of-Way for Beardsley Improvements. The Developer agrees to provide to the City (the “Right-of-Way Dedication”) either a deed or permanent easement for the right-of-way necessary for the future widening and improvements of Beardsley Street and necessary utilities, not to exceed forty feet (40’) in depth, between Highway 28 and 80th Avenue and/or the construction of related intersection improvements at the intersection of Beardsley Street and Sunset Drive. **The City will endeavor to use as little of right-of-way as possible to improve Beardsley and will include the developer in the footprint layout of the street.** The Right of Way Dedication shall be upon undeveloped property as of the date of this agreement and shall apply to property currently owned by Developer or its related companies. Further, such property shall be located North of Beardsley Street within the area extending from the current Western Boundary of the Echo Valley Golf Course and extending West to Highway 28 and shall be on the South side of Beardsley Street from the East border of the City property to be known as Elizabeth Holland Park, extending East to 80th Avenue. The Right-of Way Dedication shall be made by the Developer at no cost to the City. The City and the Developer shall execute a separate contract to be drafted by the City Attorney in order to memorialize the Developer’s obligation to carry out the Right-of-Way Dedication, and such contract shall be recorded such that the obligation will run with the Development Property, the James Oil Property and all other real estate owned by the Developer or related entities abutting upon Beardsley Street.

6. Remedy. The Developer hereby acknowledges that failure to comply with the requirements of this Section A, will result in the City having the right to withhold the Economic Development Grant (as hereinafter defined) and/or the James Oil Grant (as hereinafter defined), until such time as the Developer has demonstrated, to the satisfaction of the City, that it has cured such non-compliance.

B. City’s Obligations

1. Review of Public Improvements Cost Documentation. The City public works and engineering personnel will review the Public Improvements Cost Documentation upon receipt from the Developer. If the City determines the costs set forth in the Public Improvements Costs Documentation are costs reasonably incurred in the construction of the Public Improvements Project, the City shall record a summary of the date, amount and nature of the costs on the Summary of Accepted Public Improvements Costs attached hereto as Exhibit D, and such summary shall be the official record of the Public Improvement Costs for purposes of

tallying the maximum amount of the Economic Development Grant (as hereinafter defined) allowed to the Developer under this Agreement. If the City determines the costs set forth in the Public Improvements Costs Documentation are not costs reasonably incurred in the construction of the Public Improvements Project, the City shall notify the Developer of such determination within thirty days of receipt of the Public Improvements Costs Documentation covering such costs.

2. Economic Development Grant. The City hereby agrees to make an economic development grant (the “Economic Development Grant”) to the Developer in an amount equal to the lesser of (i) the Public Improvement Costs, or (ii) \$1,300,000 within thirty (30) days of the receipt of a satisfactory Disbursement Request from the Developer.

3. James Oil Property Acquisition Grant. The City hereby agrees to make a grant (the “James Oil Grant”) to the Developer in an amount equal to the lesser of (i) the difference between the Purchase Price less \$300,000, or (ii) \$200,000, within thirty (30) days of the receipt of a Real Estate Closing Notice from the Developer, provided, however, that the City shall be under no obligation to fund the James Oil Grant unless and until the storage tanks and related structures have been cleared from the James Oil Property.

4. Economic Development Grant For Excess Public Improvements Project Costs. In the event the Public Improvements Project Construction and Costs exceed \$1,300,000.00 (“excess amount”). The City agrees to make economic development grants/ tax increment payments from incremental taxes, pursuant to Chapters 15A and 403 of the Code of Iowa, generated from the Commercial Development Project and not from any residential development, to the Developer for the Excess Amount, not to exceed \$200,000.00. Such amounts shall not be payable to the Developer until the City is reimbursed in full for its Economic Development Grant and James Oil Grant. The foregoing payments will be made on December 1 and June 1 of each fiscal year, beginning on the first December 1 for which incremental tax revenues become available after the City is reimbursed in full. The payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property tax revenues received by the City from the Warren County Treasurer which are attributable to the Project. **Each payment shall be subject to annual appropriation by the City Council.**

5. Traffic Signal Wakonda/ Masteller and Highway 28. The City hereby agrees to pursue approval of traffic signalization from the Iowa Department of Transportation at the intersection of Highway 28 and Wakonda/ Masteller. Upon receiving such approval, the City shall construct such signalization at no cost to the Developer. The estimated cost of such signalization is \$500,000.00. The City and the Developer understand the importance of the signal being installed prior to the completion of the public infrastructure of the development and will work diligently to install. The signalization will not be a part of any TIF rebates or up front TIF payments to the Developer.

D. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other party.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2028 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payments Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Developer to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Developer, is addressed to or delivered personally to Michael Coppola, _____.
- b) In the case of City, is addressed to or delivered personally to the City Manager, City Hall, 705 North Avenue, Norwalk, Iowa 50211.
- c) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NORWALK, IOWA

By: _____
Mayor

Attest:

City Clerk

UNITED PROPERTIES INVESTMENT
COMPANY, L.C.

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain property situated in the City of Norwalk, County of Warren, State of Iowa legally described as follows:

TRACT 'A'

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF NORWALK, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 86°27'27" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER, 47.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY NO. 28, SAID POINT ALSO BEING ON THE WESTERLY LINE OF AN EXISTING ROADWAY EASEMENT RECORDED IN BOOK 218, PAGES 85-86; THENCE NORTH 0°11'04" WEST ALONG SAID WESTERLY LINE, 27.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°11'04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY NO. 28, A DISTANCE OF 495.68 FEET; THENCE NORTH 0°05'52" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 232.00 FEET; THENCE NORTH 0°07'01" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 435.51 FEET TO SAID WESTERLY LINE OF AN EXISTING ROADWAY EASEMENT RECORDED IN BOOK 218, PAGES 85-86; THENCE NORTH 89°44'48" EAST ALONG SAID WESTERLY LINE, 147.80 FEET; THENCE SOUTH 0°10'35" EAST CONTINUING ALONG SAID WESTERLY LINE, 352.50 FEET; THENCE SOUTH 1°07'22" EAST CONTINUING ALONG SAID WESTERLY LINE, 75.24 FEET; THENCE SOUTH 86°37'29" WEST CONTINUING ALONG SAID WESTERLY LINE, 19.64 FEET; THENCE SOUTH 0°27'28" EAST CONTINUING ALONG SAID WESTERLY LINE, 99.57 FEET; THENCE SOUTH 0°05'48" EAST CONTINUING ALONG SAID WESTERLY LINE, 627.34 FEET; THENCE SOUTH 86°30'01" WEST CONTINUING ALONG SAID WESTERLY LINE, 131.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.68 ACRES (160,315 SQUARE FEET).

PART OF TRACT 'B'

A PART OF THE SOUTH 2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER, ALL IN SECTION 6, TOWNSHIP 77 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF NORWALK, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 86°27'27" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER, 47.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY NO. 28, SAID POINT ALSO BEING ON THE WESTERLY LINE OF AN EXISTING ROADWAY EASEMENT RECORDED IN BOOK 218, PAGES 85-86 AND THE POINT OF BEGINNING; THENCE NORTH 0°11'04" WEST ALONG SAID WESTERLY LINE, 27.20 FEET; THENCE NORTH 86°30'01" EAST CONTINUING ALONG SAID WESTERLY LINE, 131.75 FEET; THENCE NORTH 0°05'48" WEST CONTINUING ALONG SAID WESTERLY LINE, 627.34 FEET; THENCE NORTH 0°27'28" WEST CONTINUING ALONG SAID WESTERLY LINE, 99.57 FEET; THENCE NORTH 86°37'29" EAST CONTINUING ALONG SAID WESTERLY LINE, 19.64 FEET; THENCE NORTH 1°07'22" WEST CONTINUING ALONG SAID WESTERLY LINE, 75.24 FEET; THENCE NORTH 0°10'35" WEST CONTINUING ALONG SAID WESTERLY LINE, 352.50 FEET; THENCE SOUTH 89°44'48" WEST CONTINUING ALONG SAID WESTERLY LINE, 147.80 FEET TO SAID EAST RIGHT-OF-WAY LINE OF IOWA HIGHWAY NO. 28; THENCE NORTH 0°27'19" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 80.00 FEET; THENCE NORTH 0°05'45" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 121.40 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, ECHO VALLEY ESTATES, AN OFFICIAL PLAT IN SAID CITY OF NORWALK; THENCE NORTH 87°39'43" EAST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID ECHO VALLEY ESTATES AND THE EASTERLY EXTENSION THEREOF, 1062.67 FEET; THENCE SOUTH 23°08'41" WEST, 493.65 FEET; THENCE SOUTH 15°57'41" WEST, 469.98 FEET; THENCE SOUTH 22°57'40" WEST, 307.87 FEET; THENCE SOUTH 0°02'19" EAST, 207.61 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 86°27'27" WEST ALONG SAID SOUTH LINE, 619.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.84 ACRES (951,292 SQUARE FEET)

EXHIBIT B
PLANNED UNIT DEVELOPMENT
(TO BE ATTACHED UPON APPROVAL BY CITY)

EXHIBIT C
PLANS AND SPECIFICATIONS FOR THE PUBLIC IMPROVEMENTS PROJECT
(TO BE ATTACHED UPON APPROVAL BY CITY)

EXHIBIT D
SUMMARY OF ACCEPTED PUBLIC IMPROVEMENT COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 10
For Meeting of 01.21.2016

ITEM TITLE: Public Hearing and consideration of Resolution adopting the City of Norwalk Budget Amendment #1 for fiscal year 2015-2016

CONTACT PERSON: Jean Furler, Finance Director

SUMMARY EXPLANATION:

Following is a summary of the proposed 2015-2016 budget amendment for the City of Norwalk. We are recommending amending the expenses by \$163,359.

The expenses include \$120,900 in Public Safety category, the majority of which is related to the addition of Building Inspector and \$16,700 in Community & Economic Development that reflects significant payments for outside engineering review services that are pass-through costs for developments. The expenses also include \$25,759 in transfers that were approved by Council earlier in the year to rectify a negative balance in the pool fund. These expenses should have been allocated to Public Works and was a TIF-funded project.

 X Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____

Funding Source: _____

APPROVED FOR SUBMITTAL _____

A handwritten signature in black ink, appearing to read "Franklin Fox-Dier", is written over the signature line.

City Manager

STAFF RECOMMENDATION: Adopt the resolution

91-878

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #1

To the Auditor of WARREN & POLK County, Iowa:

The City Council of Norwalk in said County/Countries met on 01/21/2016 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JI 2016 (AS AMENDED LAST I not previously amended.)

Be it Resolved by the Council of the City of Norwalk

Section 1. Following notice published 01/21/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	5,051,796	0	5,051,796
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
Net Current Property Taxes 3	5,051,796	0	5,051,796
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	1,912,609	0	1,912,609
Other City Taxes 6	332,869	0	332,869
Licenses & Permits 7	169,300	0	169,300
Use of Money and Property 8	99,182	0	99,182
Intergovernmental 9	1,067,503	0	1,067,503
Charges for Services 10	4,398,292	0	4,398,292
Special Assessments 11	0	0	0
Miscellaneous 12	549,082	0	549,082
Other Financing Sources 13	0	0	0
Transfers In 14	4,593,018	0	4,593,018
Total Revenues and Other Sources 15	18,173,651	0	18,173,651
Expenditures & Other Financing Uses			
Public Safety 16	2,890,179	120,900	3,011,079
Public Works 17	1,480,659	0	1,480,659
Health and Social Services 18	10,438	0	10,438
Culture and Recreation 19	1,178,752	0	1,178,752
Community and Economic Development 20	1,121,712	16,700	1,138,412
General Government 21	659,329	0	659,329
Debt Service 22	2,025,179	0	2,025,179
Capital Projects 23	6,161,346	0	6,161,346
Total Government Activities Expenditures 24	15,527,594	137,600	15,665,194
Business Type / Enterprises 25	4,164,615	0	4,164,615
Total Gov Activities & Business Expenditures 26	19,692,209	137,600	19,829,809
Transfers Out 27	4,593,018	25,759	4,618,777
Total Expenditures/Transfers Out 28	24,285,227	163,359	24,448,586
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	-6,111,576	-163,359	-6,274,935
Beginning Fund Balance July 1 30	9,626,664	0	9,626,664
Ending Fund Balance June 30 31	3,515,088	-163,359	3,351,729

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 11
For Meeting of 01/21/2016

ITEM TITLE: A Resolution Approving a Continuation of Coverage Administration Agreement between the City of Norwalk, and Kabel Business Services.

CONTACT PERSON: Jodi Eddleman, City Clerk

BACKGROUND: The City of Norwalk has administrated the COBRA policy to employees in the past. However, because of strict rules and regulations the City has asked Kabel Business Services to administer that service to former employees of the City.

DESCRIPTION:

Kabel Business Services is a Third Party Administrator (TPA) that provides outsourcing solutions for a wide range of employee benefits programs. We have been serving our clients for over 20 years, providing peace of mind and compliance assurance to our valued customers. The cost would be as follows.

One Time Set up Fee (based on a single location) \$75.00

Includes:

- Initial establishment of the Plan on our software
- Initial mailing of General Rights Notices to all covered employees

Annual Renewal Fee \$70.00

Applied to each Plan renewal invoice, beginning with your second Plan Year

Includes:

- Adjustments to rate tables for all covered health plans
- Delivery of open-enrollment forms with complete instructions to any former employee on COBRA

Administration Fee (per Benefit Enrolled Participant, per month) \$1.25

Monthly Minimum Administration Fee \$50.00

Includes:

- Mail Qualifying Event Notifications to Qualified Beneficiaries
- Mail General Rights Notices to newly hired covered employees
- Process and Adjudicate COBRA Elections
- Process Monthly Premium Collections
- Issue monthly insurance premium payment to Employers
- Toll-free Employer and Qualified Beneficiary support and consultation

\$35.00

- Audit/Takeover of current and pending COBRA participants
- Coordination of collection of premiums from current Qualified Beneficiaries

\$2.00

- The total anticipated on-going annual cost is \$790.

Marketa Oliver, City Manager

STAFF RECOMMENDATION: adopt Resolution by roll call vote.

RESOLUTION NO. _____

Resolution Approving a Continuation of Coverage Administration Agreement between the City of Norwalk and Kabel Business Services

WHEREAS, the City of Norwalk is a duly organized municipality; and,

WHEREAS, Kabel Business Services is a third party administrator that provides outsourcing solutions for a wide range of employee benefits programs.

WHEREAS, The City of Norwalk desires to enter into a continuation of coverage Administration Agreement between the City of Norwalk and Kabel Business Services to allow them to administer the COBRA policy for the City of Norwalk.

WHEREAS, The City of Norwalk desires to enter into a continuation of coverage Administration Agreement between the City of Norwalk and Kabel Business Services to allow them to administer the COBRA policy for the City of Norwalk based on the following associated costs:

One Time Set up Fee (based on a single location) \$75.00

Includes:

- Initial establishment of the Plan on our software
- Initial mailing of General Rights Notices to all covered employees

Annual Renewal Fee \$70.00

Applied to each Plan renewal invoice, beginning with your second Plan Year

Includes:

- Adjustments to rate tables for all covered health plans
- Delivery of open-enrollment forms with complete instructions to any former employee on COBRA

Administration Fee (per Benefit Enrolled Participant, per month) \$1.25

Monthly Minimum Administration Fee \$50.00

Includes:

- Mail Qualifying Event Notifications to Qualified Beneficiaries
- Mail General Rights Notices to newly hired covered employees
- Process and Adjudicate COBRA Elections
- Process Monthly Premium Collections
- Issue monthly insurance premium payment to Employers
- Toll-free Employer and Qualified Beneficiary support and consultation

Qualified Beneficiary Takeover Fee (One-time charge per participant) **\$35.00**

Includes:

- Audit/Takeover of current and pending COBRA participants
- Coordination of collection of premiums from current Qualified Beneficiaries

Initial General Rights Notices (Per Letter, one-time charge at take-over) **\$2.00**

- Mail General Rights Notice to each covered employee

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa that the said agreement be executed.

PASSED AND APPROVED this 1st day of January 21, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Lester	___	___	___
Isley	___	___	___
Riva	___	___	___
Livingston	___	___	___



COBRA Administration Proposal and Program Information

Prepared For:

City of Norwalk

Submitted By:

Larry Morgan

Kabel Business Services

1454 30th Street, Suite 105 ~ West Des Moines, IA 50266

Phone 515.224.9400 / 800.300.9691

Fax 515.224.9256

www.kabelbiz.com

Kabel Business Services is a Third Party Administrator (TPA) that provides outsourcing solutions for a wide range of employee benefits programs. We have been serving our clients for over 20 years, providing peace of mind and compliance assurance to our valued customers.

KBS currently offers the following services to our clients:

- COBRA Administration
- FMLA Administration
- Cafeteria Flex Plan Administration
- Health Savings Account Administration
- Health Reimbursement Arrangement Administration
- Payroll Services
- Time and Attendance
- HR Services
- Background Checks

Our experienced and dedicated staff work hard to uphold our reputation of quality service and reliability. We provide individualized, professional consultation to ensure that our clients are making the best benefit decisions for their organizations, no matter the size.

From two employees to two thousand, let us help you take the pain out of managing your employee benefit programs. Kabel Business Services will help you to attract and keep employees who appreciate their benefits, remain compliant with the ever-changing rules and regulations, and allow you to focus your time and energy on business objectives.

COBRA Administration Services

Kabel Business Services offers paperless administration options for convenient and accessible COBRA processing.

Our online system offers a secure environment for your COBRA data that is easy-to-use and loaded with functionality so you can easily view and manage everything related to your Plan:

- Enter Participating Qualified Beneficiary (PQB)
- Personal demographic information
- Eligible benefits
- Dependent information
- View PQB List
 - Personal information
 - Employment status
 - Coverage history
 - Eligibility dates
 - Payment records
 - Dependent information
 - COBRA notice mailing date
- Enter New Employees
- View Existing Employee List
 - Personal information
 - Initial date of coverage
- Search for COBRA Eligible Employees



Compliance

Kabel Business Services takes the burden from employers and provides peace of mind that their COBRA administration is in complete compliance with all federal rules and regulations.

In order to be compliant under COBRA, employers, or third party administrators on the employer's behalf, must comply with several time sensitive deadlines. Those deadlines relate specifically to "Qualified Beneficiary" notification, election dates, and premium payment dates if applicable.

Compliance Services Include:

- Recording and maintaining of documents on all COBRA activity
- Proof of qualifying event notification
- Establishment of election and payment receipt deadlines
- Maintenance of records on all COBRA correspondence

We at Kabel Business Services adhere to the highest ethical standards and are fully compliant with all I.R.S., state, and federal regulations. Our staff is fully trained, efficient, and personable. We strive to always live up to our motto: ***Service with a personal touch.***



COBRA Administration Proposal

One Time Set up Fee (based on a single location)	\$75.00
Includes:	
<ul style="list-style-type: none"> • Initial establishment of the Plan on our software • Initial mailing of General Rights Notices to all covered employees 	
Annual Renewal Fee	\$70.00
Applied to each Plan renewal invoice, beginning with your second Plan Year	
Includes:	
<ul style="list-style-type: none"> • Adjustments to rate tables for all covered health plans • Delivery of open-enrollment forms with complete instructions to any former employee on COBRA 	
Administration Fee (per Benefit Enrolled Participant, per month)	\$1.25
Monthly Minimum Administration Fee	\$50.00
Includes:	
<ul style="list-style-type: none"> • Mail Qualifying Event Notifications to Qualified Beneficiaries • Mail General Rights Notices to newly hired covered employees • Process and Adjudicate COBRA Elections • Process Monthly Premium Collections • Issue monthly insurance premium payment to Employers • Toll-free Employer and Qualified Beneficiary support and consultation 	
Qualified Beneficiary Takeover Fee (One-time charge per participant)	\$35.00
Includes:	
<ul style="list-style-type: none"> • Audit/Takeover of current and pending COBRA participants • Coordination of collection of premiums from current Qualified Beneficiaries 	
Initial General Rights Notices (Per Letter, one-time charge at take-over)	\$2.00
<ul style="list-style-type: none"> • Mail General Rights Notice to each covered employee 	

Administrator Processing Fee

Kabel Business Services will charge and retain a 2% administration fee to COBRA Qualified Beneficiaries to include Retirees where allowed by law.

Retiree Billing (\$5.00 per Enrolled Participant, per month – billed to Retiree)

- Process Monthly Premium Collections
- Issue monthly insurance premium payment to Employers

Questions?

Please contact Larry Morgan @ (515)224-9400 or by email larrym@kabelbiz.com

**CONTINUATION OF COVERAGE
ADMINISTRATION AGREEMENT
Effective January 1, 2016**

between

**Kabel Business Services ("Continuation Administrator")
and
City of Norwalk ("Sponsoring Employer" and "Plan Administrator")**

WHEREAS, Sponsoring Employer has established and maintains certain benefit plans ("Plans") some or all of which are welfare benefit plan(s) within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") that may include group health, group vision, group hearing, group pharmacy, medical reimbursement, health reimbursement arrangement ("HRA"), and/or group dental plans; and

WHEREAS, some or all of these Plans are required to provide continuation coverage under applicable law; and

WHEREAS, Kabel Business Services has expertise, experience and resources available to fulfill certain administrative responsibilities related to the Plans; and

WHEREAS, Sponsoring Employer and Plan Administrator desire that Kabel Business Services furnish certain services described in this Agreement in the operation and administration of the Plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the exhibits and addenda, if any, attached hereto, Sponsoring Employer, Plan Administrator, and Kabel Business Services hereby agree as follows:

I. Continuation Administrator Responsibilities

- A. **Continuation Coverage Administration.** Kabel Business Services shall provide services with respect to Continuation Coverage under the Plan as described in this Article I. Kabel Business Services will not provide any services regarding administration of the Plan, including, but not limited to, administration of Continuation Coverage, unless such service is specifically described in this Article I or is required under another agreement among the Sponsoring Employer, Plan Administrator, and Kabel Business Services.
- B. **Account Servicing and Employee Communication.** Kabel Business Services shall provide account management services, including an assigned account representative. Kabel Business Services shall provide general Administrative Services to assist persons with general information about Continuation Coverage under the Plan and answer routine questions from persons concerning coverage status, complaint administration, and other inquiries related to Continuation Coverage under the Plan. Kabel Business Services shall notify Sponsoring Employer and Plan Administrator of any change in the individual or individuals assigned as account representatives within five (5) business days of such change.

- C. **General Notices.** If provided in Exhibit B, Kabel Business Services shall, based upon information provided by Sponsoring Employer, issue a general COBRA notice and a notice of privacy practices (if required under HIPAA) to all individuals who enroll in the Plan(s) subject to COBRA coincident with or subsequent to the Effective Date. Kabel Business Services is entitled to rely upon the information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- D. **Continuation Coverage Eligibility, Notification of Right to Elect, and Notification of Unavailability.** Kabel Business Services shall determine if a Qualifying Event has occurred based upon information provided to it by Plan Administrator and/or the person making the claim for Continuation Coverage. Such determinations regarding claims shall be made in accordance with the written terms and conditions of the Plan. With respect to this responsibility, Kabel Business Services is entitled to rely upon the information provided by Plan Administrator and/or person making the claim and is under no obligation to independently verify such information. If Kabel Business Services determines a Qualifying Event has occurred, Kabel Business Services will generate and mail required notification information regarding the individual(s) ability to elect Continuation Coverage and election forms.

If Kabel Business Services determines no Qualifying Event has occurred, or a Covered Individual is not entitled to Continuation Coverage or an extension of Continuation Coverage, Kabel Business Services shall notify any person whose claim for Continuation Coverage is denied of the reasons for the denial and of the person's rights, if any, to have the denial reviewed in accordance with the terms and provisions of the Plan. The notification and review will be in a manner agreed upon by Plan Administrator and Kabel Business Services. Kabel Business Services will refer to Plan Administrator any claim or class of claims specified in writing by Plan Administrator as well as any claim that is disputed after the initial denial. Plan Administrator shall have final discretionary authority to make all determinations regarding Continuation Coverage under the Plan.

Notices described herein will be provided based upon the address information provided by Plan Administrator.

- E. **Reinstatement.** Provided the Qualified Beneficiary elects Continuation Coverage and pays any required premiums within the timeframes described in the election notification, if provided in Exhibit B, Kabel Business Services shall complete and submit any required documentation to insurance carriers and/or third party services providers regarding reinstatement of the coverage for Continuation Coverage purposes.
- F. **Termination/Cancellation of Continuation Coverage.** Except as specifically noted below, if provided in Exhibit B, Kabel Business Services shall complete and submit any required documentation to insurance carriers and/or third party services providers regarding termination of a Continuation Participant's Continuation Coverage, including, but not limited to, termination due to expiration of the required continuation period or failure to timely pay premiums. Kabel Business Services shall also provide any required notification of the cessation of Continuation Coverage to impacted Continuation Participants.
- G. **Continuation Payments.** Kabel Business Services shall collect payments for Continuation Coverage and deposit them in an account owned by Kabel Business Services. If a Continuation Participant makes a payment for Continuation Coverage directly to the Sponsoring Employer, Sponsoring Employer shall forward the entire premium payment to Kabel Business Services within one (1) week of receipt by the

Sponsoring Employer. On a weekly basis, Kabel Business Services shall forward Continuation Coverage payments collected by Kabel Business Services to Sponsoring Employer. In addition, Kabel Business Services may retain any interest earned on deposits (i.e., float) as additional compensation for its services hereunder. Kabel Business Services shall also notify Continuation Participants of any change in the premiums for the Continuation Coverage.

- H. **Insignificant Shortfall.** Unless provided otherwise in Exhibit B, amounts less than the entire cost of Continuation Coverage shall be accepted as payment in full if (1) timely paid; and (2) within the lesser of (a) \$50; or (b) ten percent (10%), of the actual amount due. Any deviations from these criteria or the criteria described in Exhibit B shall be at the direction of Plan Administrator; Kabel Business Services shall be entitled to rely on the direction of Plan Administrator. If indicated in Exhibit B, Kabel Business Services shall also provide notification of insignificant shortfalls in payments.
- I. **Late Premium Payments.** Kabel Business Services shall not accept premium payments for Continuation Coverage that are not made in a Timely manner. If a Continuation Participant fails to make a premium payment for Continuation Coverage in a Timely manner, Kabel Business Services shall terminate the Continuation Coverage in accordance with Article I.F. Notwithstanding the foregoing, if Plan Administrator directs Kabel Business Services to accept a premium payment that has not been made in a Timely manner, Kabel Business Services may follow such direction, provided that Plan Administrator shall be solely responsible for such decision and such decision shall be subject to Plan Administrator's indemnification obligations found in Article IV.C.
- J. **Open Enrollment.** If provided in Exhibit B, Kabel Business Services shall distribute annual enrollment materials to Continuation Participants during the applicable annual open enrollment period and answer questions from Continuation Participants regarding open enrollment. At the conclusion of the open enrollment period, Kabel Business Services shall provide to the Sponsoring Employer and the applicable insurance carriers and/or third party service providers enrollment and/or election information regarding the Continuation Participants. Sponsoring Employer shall provide to Kabel Business Services all information necessary to allow Continuation Participants to participate in open enrollment and Kabel Business Services is entitled to rely upon the information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- K. **Reports.** If mutually agreed upon by the parties, reports shall be delivered to Sponsoring Employer and Plan Administrator within thirty (30) days following the end of the applicable reporting period.
- L. **Administrative Materials.** At the direction of Sponsoring Employer and Plan Administrator, Kabel Business Services shall prepare draft documentation relating to Continuation Coverage under the Plan, including, but not limited to, the initial general notice of rights, election forms, notice of rights following a qualifying event, and various administrative forms. Plan Administrator shall finalize and approve for use the administrative documents. Unless mutually agreed otherwise, such finalization shall be accomplished prior to the use or distribution of such documents.
- M. **Compliance with Applicable Law.** Kabel Business Services shall comply with federal and state laws and regulations applicable to Kabel Business Services' responsibilities under this Agreement.

- N. **Other.** Kabel Business Services shall also provide custom services, if any, as described in Exhibit B.
- O. **Excise Tax Reporting and Payment.** Unless required by applicable law, Kabel Business Services shall not be responsible for filing IRS Form 8928 and/or paying the excise tax imposed by Section 4980B of the Code with respect to the services Kabel Business Services provides under this Addendum.
- P. **HIPAA Portability.** Kabel Business Services shall not provide any services related to HIPAA portability compliance including, but not limited to, providing certificates of creditable coverage to Covered Individuals.
- Q. **Prior Administration.** If a Plan existed prior to the Effective Date, Kabel Business Services shall have no responsibility to audit or review the prior administration for compliance with the Plan and applicable law. If, in the course of providing Administrative Services to the Plan, Kabel Business Services discovers an error that occurred prior to the Effective Date, Kabel Business Services will promptly notify Employer and Plan Administrator of such error. Employer and Plan Administrator shall be solely responsible for determining whether, and in what manner, such error shall be addressed. Upon request, Kabel Business Services may assist Employer and Plan Administrator with correcting such error, provided that Employer and Plan Administrator agree to pay any additional fees charged by Kabel Business Services pursuant to Article II.B. Notwithstanding anything herein to the contrary, Kabel Business Services shall have no liability for the failure to discover errors in administration of the Plan occurring prior to the Effective Date.

II. Duties of Sponsoring Employer and Plan Administrator

- A. **Establishment & Plan Maintenance.** Sponsoring Employer shall establish and maintain the Plan. Plan Administrator shall be responsible for the operation and administration of the Plan. In accordance with this Agreement, Kabel Business Services shall provide Administrative Services to Sponsoring Employer and Plan Administrator in connection with the operation and administration of the Continuation Coverage under the Plan.
- B. **Payment of Administrative Services Fees.** In consideration of Kabel Business Services' provision of services described in this Agreement, the Plan or Sponsoring Employer shall pay Kabel Business Services' administrative fees as described in Exhibit B. All such fees are due and payable immediately upon receipt of an invoice. Any failure to remit any such fees within thirty (30) days may, at Kabel Business Services' option, result in Kabel Business Services' (1) suspension of performance of its services under this Agreement until such time as such fees are paid; or (2) termination of this Agreement. The fees described in Exhibit B shall be in addition to additional compensation provided to Kabel Business Services for its services hereunder, including the two (2) percent administrative fee and the float described in Article I.G. In the event additional services that are not part of the normal Administrative Services contemplated by this Agreement, or chosen by Sponsoring Employer on Exhibit B, are required, Kabel Business Services may charge the Sponsoring Employer an additional fee commensurate with the additional services provided. Kabel Business Services will inform the Sponsoring Employer of the amount of the additional fee in advance of conducting the additional services.
- C. **Regulatory Compliance.** Sponsoring Employer and Plan Administrator shall be responsible for compliance with applicable laws and regulations pertaining to the Plan.

Sponsoring Employer and Plan Administrator shall be responsible for any governmental or regulatory charges, including, but not limited to, premium taxes, provider surcharges and/or taxes, insolvency find fees, guarantee find fees, user fees, licensing fees or other charges resulting from Sponsoring Employer's establishment and operation of the Plan. This provision does not relieve Kabel Business Services from any statutory or agency requirements placed directly on it as a result of performing services under this Agreement.

- D. **Legal Obligations.** Sponsoring Employer or Plan Administrator shall possess ultimate responsibility and authority for the operation of the Plans and for their compliance with all applicable laws and regulations pursuant to the provisions of the Plans.
- E. **Provision of Relevant Information.** Sponsoring Employer shall provide to Kabel Business Services all relevant information, as determined by Kabel Business Services, necessary for Kabel Business Services to perform the Administrative Services. Sponsoring Employer shall cooperate with Kabel Business Services periodic requests to provide and reconcile information regarding the number of individuals upon which payment is based. Within ten (10) days following the date on which Kabel Business Services begins to provide services to Sponsoring Employer with respect to Continuation Coverage, Sponsoring Employer shall provide to Kabel Business Services a list of all Continuation Participants and all Qualified Beneficiaries who have not yet become Continuation Participants and the dates on which: (i) such individuals experienced Qualifying Events; (ii) such individuals' coverage under the Plan(s) ended; (iii) such individuals were provided an election notice, if any; and (iv) such individuals elected Continuation Coverage, if they have done so. Kabel Business Services is entitled to rely upon all information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- F. **Late Notification to Continuation Administrator.** Kabel Business Services' responsibilities under this Agreement are, in some cases, triggered upon notification by Sponsoring Employer and/or Plan Administrator as described above. If such notification is not made timely, Kabel Business Services shall use best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, penalties, and the like attributable in whole or in part to the late notification to Kabel Business Services remain with Sponsoring Employer and Plan Administrator. For purposes of this provision, "timely" refers to a period of time specified in this Agreement or, if not specified, the period of time reasonably sufficient for Kabel Business Services to perform its responsibilities within the time period required under applicable state and/or federal law.
- G. **Review of Reports.** Plan Administrator shall review reports made available by Kabel Business Services and shall notify Kabel Business Services of any errors or omissions in the reports within thirty (30) days of their receipt. For purposes of this Agreement, a report is deemed received on the earlier of: (1) the date on which Kabel Business Services notifies Plan Administrator of the report's availability on Kabel Business Services' website; or (2) the date on which the report is sent by Kabel Business Services to Plan Administrator. If Plan Administrator does not notify Kabel Business Services of any errors or omissions within such thirty (30) day period, Plan Administrator shall be deemed to have approved the accuracy of the reports and Kabel Business Services shall be released and relieved of all liability, and shall be indemnified by Plan Administrator, for any actions taken pursuant to this Agreement based upon the information contained in the reports. By way of illustration, and without limiting the generality of the foregoing, under this provision Plan Administrator shall be responsible for matching information received from

the insurance carriers and/or third party service providers regarding individuals covered under the Plan to the information contained in Kabel Business Services' reports and for notifying Kabel Business Services of any discrepancies. If Plan Administrator does find an error or discrepancy and notifies Kabel Business Services of such within the thirty (30) day period provided above, Kabel Business Services will take immediate steps to address the matter. Notwithstanding anything herein to the contrary, Kabel Business Services shall not be liable for any error or omission of an insurance carrier and/or third party service provider with respect to reinstating or terminating a Qualified Beneficiary's or COBRA Participant's coverage if Kabel Business Services has fulfilled its responsibilities under Articles I.E. and I.F. hereof.

- H. **Cost of Continuation Coverage.** Sponsoring Employer and/or Plan Administrator shall provide Kabel Business Services with the Applicable Premium calculations for Continuation Coverage under the Plan at least thirty (30) days prior to the start of the twelve-month period to which they relate. Kabel Business Services shall be entitled to rely on such information. Unless Plan Administrator provides written direction otherwise, Kabel Business Services shall charge COBRA Participants the maximum premium for COBRA Coverage allowed under applicable law. If Employer and/or Plan Administrator fail to timely notify Kabel Business Services of the Applicable Premium, Kabel Business Services shall continue to charge premiums for the COBRA Coverage based upon the Applicable Premium for the prior twelve-month period. If Employer and/or Plan Administrator notify Kabel Business Services of a new Applicable Premium for an applicable twelve-month period after the deadline provided above, Kabel Business Services will begin charging COBRA Coverage premiums based upon the new Applicable Premium beginning with the first month occurring at least thirty (30) days following Kabel Business Services' receipt of such information from Employer and/or Plan Administrator. Kabel Business Services shall be released and relieved of all liability related to, and shall be indemnified by Employer and Plan Administrator with respect to, premium changes made after the start of the applicable twelve-month period as a result of Employer's and/or Plan Administrator's failure to comply with the notice requirement contained herein.
- I. **Continuation Coverage Documents.** Sponsoring Employer and Plan Administrator shall provide direction to Kabel Business Services, as necessary, regarding Continuation Coverage documentation. Sponsoring Employer and Plan Administrator shall approve all such materials within thirty (30) days following delivery by Kabel Business Services, unless such deadline is extended by mutual agreement of all parties. Sponsoring Employer and Plan Administrator's failure to object within such time period (including any agreed upon extension period) shall constitute approval. Sponsoring Employer and Plan Administrator shall be solely responsible for the content of Continuation Coverage documentation it has been provided for review and approval.
- J. **Status of Continuation Administrator.** Sponsoring Employer shall not (1) name Kabel Business Services as Plan Administrator, Sponsoring Employer or a Named Fiduciary in any documents, including the Plan document, with respect to the Continuation Coverage under the Plan; nor (2) hold out to other parties, including Continuation Participants, that Kabel Business Services serves in any of the foregoing capacities. In addition, Kabel Business Services does not intend to assume any of the administrative duties or responsibilities commensurate with such designations.

- K. **Alternative Coverage.** Sponsoring Employer and Plan Administrator must notify Kabel Business Services of any Alternative Coverage that impacts the services that would otherwise be provided by Kabel Business Services under this Agreement. If such Alternative Coverage increases the amount of work Kabel Business Services must perform to comply with this Agreement, Kabel Business Services reserves the right to charge additional administrative service fees hereunder as agreed by the parties. Kabel Business Services shall be entitled to rely on the information provided by Sponsoring Employer and Plan Administrator.
- L. **Continuation Coverage Determinations.** Through this Agreement, Plan Administrator delegates to Kabel Business Services authority to make the described determinations related to Continuation Coverage under the Plan. If Plan Administrator disagrees with Kabel Business Services on a particular determination Plan Administrator shall immediately notify Kabel Business Services, in writing, of such disagreement and direct Kabel Business Services regarding the situation. Plan Administrator shall be solely responsible for the final initial determination on such claim, which shall be communicated in writing to Kabel Business Services. Kabel Business Services shall be entitled to rely on the final initial determination made by Plan Administrator.
- As between Kabel Business Services and Plan Administrator, Plan Administrator is responsible for the final decision upon review of disputed eligibility and coverage issues, including determinations with respect to Continuation Coverage. Upon receipt of applicable information and documentation from Kabel Business Services, Plan Administrator shall notify Kabel Business Services in writing of its final decision upon review of disputed eligibility and coverage issues.
- M. **Family & Medical Leave Act of 1993 ("FMLA").** Sponsoring Employer shall make determinations regarding FMLA. Kabel Business Services shall not make determinations regarding FMLA. Furthermore, Kabel Business Services shall be entitled to rely upon the information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- N. **Excise Tax Reporting and Payment.** Employer and Plan Administrator are solely responsible for: (i) determining whether IRS Form 8928 must be filed for the purpose of reporting a violation of COBRA; (ii) preparing and filing Form 8928 (if necessary); and (iii) paying any excise tax imposed by Section 4980B of the Code. Notwithstanding the foregoing, upon request, Kabel Business Services may assist Employer and Plan Administrator with its responsibilities under this paragraph.
- O. **Qualified Medical Child Support Orders ("QMCSO").** Plan Administrator shall be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCSO"), including, but not limited to establishing QMCSO procedures and determining whether a medical child support order is "qualified." Plan Administrator shall provide notice to Kabel Business Services of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCSO. Kabel Business Services shall be entitled to rely upon the information provided by Plan Administrator pertaining to QMCSOs.

III. Records & Information

- A. **Maintenance and Access.** Sponsoring Employer, Plan Administrator and Kabel Business Services shall maintain adequate records relating to the terms and operation of the Plans for at least the Plan Year to which the records relate and for an eight (8) year

period thereafter. Each party shall have access to the records relating to the Plans maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations. The parties shall maintain the confidentiality of any information relating to Participants and the Plans in accordance with applicable laws and regulations. At the conclusion of the period for which records are required to be kept under this provision and prior to any modification, destruction or disposal of any records, Kabel Business Services shall provide Sponsoring Employer and Plan Administrator an opportunity to review the records and obtain copies of any such records. All costs associated with such inspection and copying of records will be paid by Sponsoring Employer.

- B. **Record Use.** Kabel Business Services, Sponsoring Employer and Plan Administrator agree that the medical records, names, addresses, telephone numbers, Social Security numbers and other personal information relating to Participants, which Kabel Business Services may obtain as a result of performing Administrative Services may be collected, maintained and used by Kabel Business Services and Plan Administrator as necessary to administer the Plan. Kabel Business Services and Plan Administrator may use patient specific and individually identifiable information, as necessary to properly administer the Plan, to defend any claim related to the Plan or to the provision of services under this Agreement, or as otherwise may be permitted by state or federal law. All parties agree that such information shall be considered confidential and protected as required under applicable law.
- C. **Confidential Business Information.** Kabel Business Services, Sponsoring Employer and Plan Administrator shall each take all necessary steps to protect the other party's confidential business information. Such information shall not be disclosed to third parties without the express written consent of the other party unless required by law or court order.
- D. **Use of Continuation Administrator's Confidential and Proprietary Information.** The parties agree that Kabel Business Services' "service package" is proprietary. Sponsoring Employer and Plan Administrator agree not to use this information other than for the specific purposes of carrying out the terms of this Agreement, and shall disclose it only to its officers, directors, employees or contractors with a specific need to know.
- E. **Transfer of Records.** When this Agreement ends, Kabel Business Services may transfer to Sponsoring Employer, Plan Administrator and/or any successor administrator those records Kabel Business Services determines are reasonably necessary to effectuate a smooth transition of administration of the Plan and any other records Kabel Business Services possesses that relate to the Plan. Kabel Business Services intends that this transfer of records will satisfy its obligation to maintain such records as described above. Kabel Business Services shall provide Plan Administrator an opportunity to review the records and obtain copies of any such records in addition to the records Kabel Business Services has identified as necessary for a smooth transition or otherwise transferred. The details of such transfer, including but not limited to the means, method and timing, shall be agreed to by the parties. All costs associated with such a record review and transfer will be paid by Sponsoring Employer.
- F. **HIPAA Business Associate.** Kabel Business Services acknowledges its role as a business associate for purposes of the privacy and security standards under HIPAA. Exhibit C reflects the business associate contractual requirements.

IV. Indemnification and Limitation of Liability

- A. **No Guarantee of Benefits.** Kabel Business Services does not assume any responsibility, risk, liability or obligation for the general policy direction of the Plan, the adequacy of funding thereof, or any act or omission or breach of duty by parties other than Kabel Business Services. Kabel Business Services is not and shall not be deemed a guarantor with respect to any benefits payable under the Plan.
- B. **Indemnification for Design/Interpretation.** Kabel Business Services is not engaged in the practice of law. The resolution of any legal issues concerning the Plan is the responsibility of Plan Administrator and/or Employer and their legal counsel. Plan Administrator and Sponsoring Employer shall indemnify, hold harmless, and defend Kabel Business Services from and against any and all liabilities, losses, damages, claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay), arising, directly or indirectly, out of the design and/or interpretation of the Plan, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay) arising under any state, federal or local law or regulation.
- C. **General Indemnification by Plan Administrator and Sponsoring Employer.** Plan Administrator and Sponsoring Employer shall indemnify, hold harmless, and defend Kabel Business Services and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay), which arise, directly or indirectly, from Plan Administrator's or Employer's act or omission to act in its administration of the Plan, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay) arising under any law.
- D. **Indemnification for Prior Administration.** If a party other than Kabel Business Services previously provided continuation services to the Plan, Plan Administrator and Sponsoring Employer shall indemnify, hold harmless, and defend Kabel Business Services and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay), which arise, directly or indirectly, from such prior administration, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay) arising under any law.
- E. **Continuation Administrator's Duty to Indemnify.** Kabel Business Services shall indemnify, hold harmless, and defend Plan Administrator and Sponsoring Employer and their directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Plan Administrator and Sponsoring Employer may incur or be asked to pay), which arise, directly or indirectly, from Kabel Business Services' act or omission to act in its administration of the Plan, including, but not limited to, any liability, losses, damages,

claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Plan Administrator and Sponsoring Employer may incur or be asked to pay) arising under any law.

- F. **Limitation of Liability.** Kabel Business Services shall exercise, in the performance of its duties, reasonable care and shall be liable for loss only when caused by Kabel Business Services' (or Kabel Business Services' subcontractors) negligence, gross negligence, fraud, willful misconduct, criminal conduct or a material breach of this Agreement. Kabel Business Services shall be responsible for direct damages caused by its failure to satisfy its duties hereunder; provided, however, that Kabel Business Services shall not be liable for any incidental or consequential damages caused by its failure to satisfy its duties hereunder. Kabel Business Services shall not be liable for processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of God, acts of war, severe weather, or any other circumstances that would affect Kabel Business Services or its software or Internet systems.
- G. **Reliance on Data & Direction.** Notwithstanding any provision of this Agreement to the contrary, Kabel Business Services is not responsible or liable for any acts or omissions made pursuant to any direction, consent or other request reasonably believed by Kabel Business Services to be genuine and from an authorized representative of Sponsoring Employer and Plan Administrator. Kabel Business Services is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Sponsoring Employer or Plan Administrator to the extent Kabel Business Services' acts or omissions are attributable to the erroneous data, or for the failure of Sponsoring Employer or Plan Administrator to perform their obligations under this Agreement. Kabel Business Services is also entitled to rely upon Sponsoring Employer's determination that Sponsoring Employer is an entity subject to ERISA. To the extent Sponsoring Employer or Plan Administrator request special Administrative Services, special arrangements regarding responsibilities, liabilities, indemnification, etc. they shall be described in Exhibit B.

V. **Term and Termination**

- A. **Term.** This Agreement is effective as of the Effective Date and shall continue for a period of twelve (12) consecutive months and for each twelve (12) consecutive month period thereafter until the termination of this Agreement pursuant to this Article V of the Agreement. Notwithstanding the expiration or termination of this Agreement, the provisions of Articles III, IV, and V shall remain in force.
- B. **Termination.** This Agreement may be terminated by any party by providing at least sixty (60) days written notice of the intention to terminate given to the other party to be effective as of the date provided in such notice.
- C. **Option for Immediate Termination.**
 - 1. A party shall have the option to terminate this Agreement immediately upon the material breach of the terms of this Agreement by the other party, including failure to remit service fees due Kabel Business Services, if such material breach is not corrected within thirty (30) days of receipt of written notice specifying the nature of the breach to the reasonable satisfaction of the non-breaching party.
 - 2. A party shall have the option to terminate this Agreement immediately upon the bankruptcy or insolvency of the other party.

3. A party shall have the option to terminate this Agreement immediately upon the enactment of any law, promulgation of any regulation or action of any state or federal agency or authority which makes or declares illegal the continuance of this Agreement or the performance of any of the services of Kabel Business Services hereunder.
- D. **Post-Termination Obligation.** Unless mutually agreed upon by Sponsoring Employer, Plan Administrator and Kabel Business Services, Kabel Business Services shall not provide Administrative Services following the termination of this Agreement. Kabel Business Services shall forward all Continuation Coverage information, inquiries, elections, etc. to the person or entity designated by Sponsoring Employer and Plan Administrator. Absent such designation, all references shall be made to Sponsoring Employer.

VI. Definitions

The following Definitions shall apply to this Agreement:

- A. **Administrative Services** – means those services relating to the administration of the Plan(s) to be performed by Kabel Business Services as set forth in this Agreement.
- B. **Agreement** – means this Group Health Continuation of Coverage Administration Agreement and any Exhibits attached hereto and any outside agreements specifically incorporated by reference.
- C. **Alternative Coverage** – means non-COBRA coverage offered as an alternative to COBRA, made available to induce a Qualified Beneficiary not to elect COBRA.
- D. **Applicable Premium** – means the cost to the Plan for a period of coverage (for example, one, two or three months) for similarly situated Covered Individuals for whom a Qualifying Event has not occurred.
- E. **Code** – means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.
- F. **COBRA** – means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.
- G. **Continuation Administrator** – means Kabel Business Services (including all authorized representatives of Kabel Business Services), an independent contractor designated to perform certain Administrative Services pursuant to this Agreement with respect to the Plan(s).
- H. **Continuation Coverage** – means the continuation coverage required under COBRA.
- I. **Covered Individual** – means a person properly covered under the Plan to which Kabel Business Services is providing services, including a Participant, the spouse and dependents of the Participant, and (if applicable) the domestic partner or same sex spouse of the Participant covered pursuant to the terms of the Plans.
- J. **Continuation Participant** – means any person receiving Continuation Coverage under the Plan in accordance with the terms and conditions of the Plan and applicable law, including, but not limited, to Qualified Beneficiaries.

- K. **Effective Date** – means the date upon which this Agreement, once fully executed by all parties, is effective, as indicated on page one of this agreement.
- L. **ERISA** – means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time to time.
- M. **Exhibit** – means the exhibit attached to and incorporated into this Agreement as may be amended from time to time in accordance with Section VII.A.
- N. **Fiduciary** – means Plan Administrator, Sponsoring Employer (as the Named Fiduciary in the Plan), and any other person who satisfies the definition of “fiduciary” under ERISA.
- O. **HIPAA** – means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time to time.
- P. **Named Fiduciary** – is a term described in Section 402(a)(1) of ERISA that is applicable to the Plans subject to ERISA and means Sponsoring Employer.
- Q. **Participant** – means an employee of the Sponsoring Employer who has become a participant in the Plan pursuant to the terms thereof and those participating in the Plan pursuant to a qualified medical child support order. “Participant” does not include Continuation Participants.
- R. **Plan(s)** – means the benefit plan or plans identified in Exhibit A covered by this Agreement. Plan may also refer to the written plan document requirement under ERISA and/or the Code.
- S. **Plan Administrator** – means Sponsoring Employer.
- T. **Qualified Beneficiary** – means a covered employee or the spouse, former spouse, dependent child or (if applicable) domestic partner or same sex spouse of the covered employee, who has lost group coverage in a Qualifying Event and is entitled to elect Continuation Coverage.
- U. **Qualifying Event** – means the loss of coverage under a group plan on account of one of the specific events described in COBRA, the loss of coverage triggering Continuation Coverage rights under applicable state law, and the loss of coverage triggering Continuation Coverage rights under the terms of the Plan.
- V. **Sponsoring Employer** – means City of Norwalk.
- W. **Timely** – means within the deadline established in the Plan or in the policies and procedures adopted by the Plan Administrator, provided such deadline complies with applicable law.

VII. Miscellaneous

- A. **Agreement Amendment.** This Agreement may be amended only by mutual agreement in writing executed by all parties, except that Kabel Business Services may amend this Agreement to the extent necessary to comply with applicable federal, state or local laws or regulations. Notwithstanding the foregoing, Kabel Business Services may amend Exhibit B to this Agreement by providing to Sponsoring Employer a copy of the amended Exhibit B at least sixty (60) days before it is effective, provided that if Sponsoring Employer provides written notice to Kabel Business Services of its objection to such amendment prior to its effective date, such amendment shall not become effective.
- B. **Notices.** All notices, requests, consents and other communications required or permitted between the parties to this Agreement shall be (1) in writing and delivered personally, or sent by registered or certified mail or nationally recognized overnight carrier, postage prepaid; (2) in writing and sent by facsimile transmission, to the address set forth below, or to such other address set forth in a notice given in the manner herein provided; or (3) sent by e-mail or other electronic means capable of being reduced to writing. All such notices, requests, information or other communications shall be deemed to have been given (i) when delivered if personally delivered; (ii) three business days after having been placed in the mail, if delivered by registered or certified mail; (iii) the business day after having been placed with a nationally recognized overnight carrier, if delivered by nationally recognized overnight carrier; (iv) the first business day after the date received by the electronic modality; and (v) the business day after transmittal by facsimile if transmitted with electronic confirmation of receipt.

If to Sponsoring Employer and Plan Administrator:

City of Norwalk
Contact:
Address:
City:
State:
Email Address:
Telephone:
Fax:

If to Continuation Administrator:

Kabel Business Services
Attn: COBRA Administrator
1454 30th Street Suite #105
West Des Moines, IA 50266
Email address: songt@kabelbiz.com
Telephone: 515-224-9400
Toll Free: 800-300-9691
Fax: 515-224-9256

Upon the occurrence of a change in any of the above address information, each party shall notify the other party(ies) of such change within five (5) business days of the effective date of the change.

- C. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.
- D. **No Waiver of Rights.** Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
- E. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities or debts of the other party.
- F. **Entire Agreement.** This Agreement shall supersede and replace any and all other agreements between the parties relating to the same subject matter. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, except as otherwise provided in this Agreement.
- G. **Governing Law.** The Agreement shall be governed by and interpreted in accordance with applicable federal law, including, but not limited to, ERISA. To the extent the federal law does not govern, this Agreement shall be governed by the laws of the State of Iowa and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto and arising hereunder.
- H. **Independent Contractors.** Kabel Business Services shall be construed to be acting as an independent contractor and not as an employee of Sponsoring Employer or Plan Administrator. Kabel Business Services, Sponsoring Employer and Plan Administrator shall not have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement. Because Kabel Business Services is a corporation and payments made hereunder are not medical payments, withheld income tax of foreign tax, barter exchange transactions, substitute or abandonment's of secured property or cancellation of debt, no Form 1099 is required to be filed with the IRS for payments made pursuant to this Agreement.
- I. **Third Party Beneficiaries.** The obligations of each party to this Agreement shall inure solely to the benefit of the other party(ies). Except as expressly provided in this Agreement, no person or entity is intended to be or shall be construed or deemed to be a third party beneficiary of this Agreement.
- J. **Subcontractors.** Kabel Business Services may hire subcontractors to perform any of the services required of it under this Agreement and to act as its designee for purposes of this Agreement.
- K. **Successors and Assigns.** This Agreement shall be binding on any successors, assigns and subcontractors of the parties authorized under this Agreement.
- L. **Audit Rights.** The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted using procedures mutually agreed upon by the parties. Results of the audit may be shared with the party being audited at the sole discretion of the party initiating the audit.

- M. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- N. **Construction.** The parties represent and warrant that the terms and conditions of this Agreement are the result of negotiations among them and that the construction of this Agreement shall not favor or hurt any party by reason of the extent to which any party or his legal counsel participated in the drafting of this Agreement.
- O. **Material Change in Law.** With the exception of changes described in Article V.C.3., if substantial changes to laws and/or regulations materially affect the rights or responsibilities of any party to this Agreement, the parties to this Agreement agree to enter into negotiations to attempt to adequately respond to such changes. Any such changes must be reflected in a written amendment to this Agreement. If the parties are unable to agree upon an appropriate resolution, a party adversely affected by such changes may terminate this Agreement under Article V.B.
- P. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.
- Q. **Fidelity Bond.** Kabel Business Services shall obtain a fidelity bond meeting the minimum requirements of ERISA and other applicable law, with respect to any of its employees handling assets of Plan(s) subject to ERISA.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

SPONSORING EMPLOYER

PLAN ADMINISTRATOR

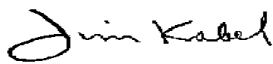
By: _____
Company Representative
City of Norwalk

By: _____
Authorized Representative
City of Norwalk

Its: _____

Its: _____

CONTINUATION ADMINSTRATOR

By: 
Authorized Representative of
Kabel Business Services
Its: President

LIST OF EXHIBITS

- A Plans and Providers
- B Administrative Fees
- C Business Associate

EXHIBIT A
Plans and Providers

Please provide us with the Carrier and plan names for all the benefits listed below if they are applicable.

Type of Plan	Name of Plan	Carrier or Provider
Group Medical Benefits		
Group Dental Benefits		
Group Vision Benefits		
Flex Medical Expense Plan		
Flex Limited Scope Medical Expense Plan		
HRA Plan		
Employee Assistance Plan		

EXHIBIT B
Administrative Fees

The Plan or Sponsoring Employer shall make payments of administrative service fees in accordance with the following schedule:

One Time Set up Fee (based on a single location)						\$75.00
Includes:						
<ul style="list-style-type: none"> • Initial establishment of the Plan on our software • Initial mailing of General Rights Notices to all covered employees 						
Annual Renewal Fee						\$70.00
Applied to each Plan renewal invoice, beginning with your second Plan Year						
Includes:						
<ul style="list-style-type: none"> • Adjustments to rate tables for all covered health plans • Delivery of open-enrollment forms with complete instructions to any former employee on COBRA 						
Administration	Fee	(per	Benefit	Enrolled	Participant,	per month)
\$1.25						
Monthly Minimum Administration Fee						\$50.00
Includes:						
<ul style="list-style-type: none"> • Mail Qualifying Event Notifications to Qualified Beneficiaries • Mail General Rights Notices to newly hired covered employees • Process and Adjudicate COBRA Elections • Process Monthly Premium Collections • Issue monthly insurance premium payment to Employers • Toll-free Employer and Qualified Beneficiary support and consultation 						
Qualified	Beneficiary	Takeover	Fee	(One-time	charge	per participant)
\$35.00						
Includes:						
<ul style="list-style-type: none"> • Audit/Takeover of current and pending COBRA participants • Coordination of collection of premiums from current Qualified Beneficiaries 						
Initial	General	Rights	Notices	(Per	Letter,	one-time charge at take-over)
\$2.00						
<ul style="list-style-type: none"> • Mail General Rights Notice to each covered employee 						

Administrator Processing Fee

Kabel Business Services will charge and retain a 2% administration fee to COBRA Qualified Beneficiaries where allowed by law.

Retiree Billing (\$5.00 per Enrolled Participant, per month – billed to Retiree)

- Process Monthly Premium Collections
- Issue monthly insurance premium payment to Employers

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT
[reflecting HITECH under ARRA]

This Exhibit C – Business Associate Agreement (“Agreement”) is entered into by and between City of Norwalk (“Covered Entity”) and Kabel Business Services (“Business Associate”).

I. Purpose

- A. Business Associate is contractually obligated to provide certain services related to one or more “covered entities” as that term is defined and regulated under HIPAA. The parties to this Agreement acknowledge that (1) Business Associate is a “business associate” as that term is defined and regulated under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and (2) Business Associate provides services to one of more “covered entities” as that term is defined and regulated under HIPAA.
- B. This Agreement is intended to constitute a “business associate” agreement between the Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Portions of HIPAA apply directly to Business Associate as provided in the Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”). Business Associate’s obligations under this Agreement may be the same as, or in some cases in addition to, Business Associate’s own obligations under HIPAA as provided in HITECH.

II. Special Definitions

The following definitions are used by this Exhibit C – Business Associate Agreement:

- A. **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.
- B. **ARRA** – means the American Recovery and Reinvestment Act of 2009.
- C. **Breach** - means the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 C.F.R. part 164, subpart E which compromises the security or privacy of such information (meaning that it poses a significant risk of financial, reputational, or other harm to the individual). A use or disclosure of PHI that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the PHI. “Breach” does not include: (1) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Business Associate if such acquisition, access, or use was made in good faith and within the course and scope of the authority and does not result in further use or disclosure in a manner not permitted by 45 C.F.R. part 164, subpart E; (2) any inadvertent disclosure by a person who is authorized to access PHI at a Business Associate to another person authorized to access PHI at the Business Associate, and any such information received as a result of the disclosure is not further used or disclosed in a manner not permitted by 45 C.F.R. part 164, subpart E; or (3) a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably be able to retain such information.

- D. **Business Associate** – means a person or entity described in 45 C.F.R. Section 160.103 who performs certain functions on behalf of a Covered Entity.
- E. **Covered Electronic Transactions** – shall have the meaning given to the term “transaction” in 45 C.F.R. Section 160.103.
- F. **Covered Entity** – means the Plan, an entity described in 45 C.F.R. Section 160.103.
- G. **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of a health benefit program of the Plan.
- H. **Data** – means formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or automatic means.
- I. **Data Aggregation** – means, with respect to PHI created or received by Business Associate in its capacity as a business associate (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.
- J. **Designated Record Set** – means a group of records maintained by or for the Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider; (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Covered Entity; or (3) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.
- K. **Effective Date** – means January 1, 2016, unless specifically noted otherwise herein.
- L. **Electronic Protected Health Information** – shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity.
- M. **HITECH** - means the Health Information Technology for Economic and Clinical Health Act and any accompanying regulations, as the same may be amended from time to time.
- N. **HHS** – means the United States Department of Health and Human Services.
- O. **Including** – means “including but not limited to.”
- P. **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- Q. **Limited Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).

- R. **Plan** – means the “organized health care arrangement” as that term is defined in 45 C.F.R. Section 160.103, consisting of the plans collectively considered the organized health care arrangement.
- S. **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.
- T. **Protected Health Information or PHI** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 164.501, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity protected. Health Information specifically includes Electronic Protected Health Information.
- U. **Provider** – means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals.
- V. **Required By Law** – shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.
- W. **Secretary** – means the Secretary of the Department of Health and Human Services or his/her designee.
- X. **Security Incident** – shall have the same meaning as the term “security incident” in 45 C.F.R. Section 164.304, unless defined differently in Covered Entity's policies and procedures for compliance with the Security Rule, which shall be provided to the Business Associate.
- Y. **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.
- Z. **Standards for Electronic Transactions Rule** - means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
- AA. **Subcontractor** – means an individual described in 45 C.F.R. Section 160.103.
- BB. **Unsecured Protected Health Information** means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

III. Privacy Provisions

- A. **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt

and/or creation of Protected Health Information. The “business associate” provisions of the Privacy Rule govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) Business Associate can fulfill its contractual obligations under this Agreement. In addition, Business Associate specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

B. Permitted Uses and Disclosures by Business Associate.

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the Business Associate, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. Business Associate may disclose Protected Health Information to other business associates of Covered Entity, or to business associates of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law.
2. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of its business or to carry out its legal responsibilities.
3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of its business, if
 - i. The disclosures are required by law, or
 - ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).
5. Except as otherwise limited in this Agreement, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.502(j)(1).
6. Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by Business Associate, to the minimum necessary (as determined by Business Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. Business

Associate's ability to satisfy the requirement of this Paragraph III.B.6 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

7. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Paragraph III.B.7 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.
8. Except as otherwise allowed by the Privacy Rule, Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless Covered Entity receives no direct or indirect payment in exchange for making such communication and the communication is made to the Covered Individual: (i) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to Covered Individuals that add value to, but are not part of, the Plan; (ii) for treatment of the Covered Individual; or (iii) for case management or care coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual. Notwithstanding the foregoing, Business Associate may use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service if the communication relates to a prescription drug that is currently being prescribed for a Covered Individual and any financial remuneration received by Covered Entity in exchange for making the communication is reasonably related to Covered Entity's cost of making the communication. This Paragraph III.B.8 shall apply to disclosures of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

- C. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement (including, but not limited to, any restrictions described in Section III.E.4) or as Required by Law.

- D. **Additional Obligations of Business Associate.** Except as otherwise specified in this agreement, the provisions of this Paragraph III.E.4.. apply only to Protected Health Information that Business Associate creates or receives, maintains, or transmits on behalf of Covered Entity.
1. **Safeguards.** Business Associate will use appropriate safeguards to prevent the improper use of, disclosure of, and tampering with Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information.
 2. **Reporting and Mitigation.** Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which Business Associate becomes aware, or that is reported to Business Associate by an agent or Subcontractor, that is in violation of this Agreement. Such report shall be made within ten (10) business days of its discovery (as that term is defined in 45 C.F.R. Section 164.410(a)(2)) by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an acquisition, access, use, or disclosure in violation of this Agreement. This obligation includes, but is not limited to, any acquisition, access, use, or disclosure of Unsecured Protected Health Information that may constitute a Breach. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.
 3. **Agents and Subcontractors.** Business Associate will enter into a written contract with any agent or Subcontractor who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply by and through this Agreement to Business Associate with respect to such information.
 4. **Access to Protected Health Information.** Within fifteen (15) days of a request by Covered Entity for access to Protected Health Information about a Covered Individual, Business Associate shall make available to Covered Entity or, as directed by Covered Entity, a Covered Individual such Protected Health Information contained in a Designated Record Set. Effective September 23, 2013, if the Protected Health Information requested by Covered Entity is maintained in a Designated Record Set electronically, Business Associate shall make available, within the time period specified above, a copy of such information in the electronic form and format specified by Covered Entity, provided such information is readily producible in such form and format. If the information is not readily producible in such form and format, Business Associate shall make the information available in a readable electronic form and format as agreed to by the parties. In the event any Covered Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing access to the requested Protected Health Information or making the determination to deny access to requested Protected Health Information.
 5. **Amendment of Protected Health Information.** Within fifteen (15) days of receipt of a request from Covered Entity or a Covered Individual for the

amendment of Protected Health Information or a record regarding a Covered Individual contained in a Designated Record Set, Business Associate shall (i) provide such information to Covered Entity for amendment, and (ii) incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. Section 164.526. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an amendment. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for determining whether the requested amendment shall be made and, if the request is denied, in whole or in part, complying with 45 C.F.R. Section 164.526.

6. **Disclosure Accounting.** Business Associate agrees to track such disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Within fifteen (15) days of receipt of notice from Covered Entity that it has received a request for an accounting of disclosures of Protected Health Information regarding a Covered Individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. Section 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the foregoing, Business Associate shall track other disclosures and/or make available to Covered Entity such information as is necessary for Covered Entity to comply with any additional accounting requirements effective as of the compliance date applicable under final regulations implementing such requirements. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing the disclosure accounting to the Covered Individual.
7. **Access to Business Associate's Internal Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or Business Associate.
8. **Electronic Transactions.** In the event the Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

E. **Obligations and Rights of Covered Entity.**

1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.
2. **Requests by Covered Entity.** Covered Entity shall not request or direct Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the Protected Health Information under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.
3. **Changes in Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
4. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual.
5. **Agreement Breaches by Business Associate.** If Covered Entity obtains knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity will take reasonable steps to cure such breach or end such violation. If Covered Entity cannot successfully cure the breach or end the violation, Covered Entity shall terminate the Agreement in accordance with Section VI.B or, if feasible.

IV. **Electronic Security Provisions**

- A. **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Article IV along with the other sections of the Business Associate Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA;

(2) Business Associate can fulfill its responsibilities under HIPAA; and (3) Business Associate can fulfill its contractual obligations under this Agreement.

B. Obligations of Business Associate. In accordance with the Security Rule, Business Associate agrees to:

1. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying a security officer and training personnel. This Paragraph IV.B.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.
2. Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity;
3. Report to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of its discovery by the Business Associate;
4. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate; and
5. Enter into a written contract with any agent or Subcontractor to whom Business Associate provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Article IV to Business Associate, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

C. Obligations of Covered Entity. Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

V. Breach Notification Requirements

If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity of a Breach of such Unsecured Protected Health Information without unreasonable delay, but no later than sixty (60) days following discovery of the Breach. Such notice shall include an identification of each Covered Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Privacy Rule and Security Rule. For purposes of this Article V, a Breach is deemed to have been discovered by Business Associate upon the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer or agent of Business Associate (determined in accordance with the Federal common law of agency)).

VI. Term and Termination

- A. **Term.** The Term of this Agreement will begin and become effective on the effective date of the Administration Agreement or, if later, the compliance date applicable to Covered Entity under the Privacy Rule, and shall terminate when all of the PHI created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article VI.
- B. **Termination.** In the event that a party (the “non-breaching party”) discovers and determines that the other party (the “breaching party”) materially breached or violated any of its obligations under this Agreement, the non-breaching party will notify the breaching party of such breach in writing and may immediately terminate the Agreement upon notice to the breaching party or may provide the breaching party with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a mutually agreed upon period of time. If the breaching party's attempts to cure the breach or end the violation are unsuccessful within that period, without limiting the rights of the parties under the Agreement, the non-breaching party may immediately terminate the Agreement upon notice to the breaching party.
- C. **Effect of Relationship Termination.**
 - 1. Except as provided in paragraphs (2) and/or (3) of this sub-section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information..
 - 3. Should the Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law including, but not limited to, the Employee Retirement Income Security Act of 1974 (“ERISA”), includes the Protected Health Information., Business Associate shall return or provide to Covered Entity such information, including Protected Health Information

VII. General Provisions

- A. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- C. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Business Associate and Covered Entity to comply with the Privacy Rule and the Security Rule.
- D. **Survival.** The respective rights and obligations of Business Associate and the Covered Entity shall survive the termination of this Agreement and any related services agreement.
- E. **Indemnity.** Business Associate will indemnify and hold harmless Covered Entity and Covered Entity's affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information. or other breach of this Agreement by such party or any subcontractor, agent, person or entity under such party's control.
- F. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights obligations, or liabilities whatsoever.
- G. **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party..
- H. **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.
- I. **Governing Law.** This Agreement shall be governed by the law of Minnesota, except to the extent preempted by federal law.
- J. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- K. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
- L. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter. Notwithstanding the foregoing, this Agreement is intended to supplement (rather than supersede) the agreement between Business Associate and the sponsor of the Plan related to the services that Business Associate provides with respect to administration of the Plan.
- M. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute

one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Business Associate: Kabel Business Services

This 7th day of December 2015

By: 

on behalf of the Business Associate.

Print Name: Jim Kabel

Title: President

Covered Entity: City of Norwalk

This ____ day of _____, 201__

By: _____

on behalf of the Covered Entity.

Print Name: _____

Title: _____

**CONTINUATION OF COVERAGE
ADMINISTRATION AGREEMENT
Effective January 1, 2016**

between

**Kabel Business Services ("Continuation Administrator")
and
City of Norwalk ("Sponsoring Employer" and "Plan Administrator")**

WHEREAS, Sponsoring Employer has established and maintains certain benefit plans ("Plans") some or all of which are welfare benefit plan(s) within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") that may include group health, group vision, group hearing, group pharmacy, medical reimbursement, health reimbursement arrangement ("HRA"), and/or group dental plans; and

WHEREAS, some or all of these Plans are required to provide continuation coverage under applicable law; and

WHEREAS, Kabel Business Services has expertise, experience and resources available to fulfill certain administrative responsibilities related to the Plans; and

WHEREAS, Sponsoring Employer and Plan Administrator desire that Kabel Business Services furnish certain services described in this Agreement in the operation and administration of the Plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the exhibits and addenda, if any, attached hereto, Sponsoring Employer, Plan Administrator, and Kabel Business Services hereby agree as follows:

I. Continuation Administrator Responsibilities

- A. **Continuation Coverage Administration.** Kabel Business Services shall provide services with respect to Continuation Coverage under the Plan as described in this Article I. Kabel Business Services will not provide any services regarding administration of the Plan, including, but not limited to, administration of Continuation Coverage, unless such service is specifically described in this Article I or is required under another agreement among the Sponsoring Employer, Plan Administrator, and Kabel Business Services.
- B. **Account Servicing and Employee Communication.** Kabel Business Services shall provide account management services, including an assigned account representative. Kabel Business Services shall provide general Administrative Services to assist persons with general information about Continuation Coverage under the Plan and answer routine questions from persons concerning coverage status, complaint administration, and other inquiries related to Continuation Coverage under the Plan. Kabel Business Services shall notify Sponsoring Employer and Plan Administrator of any change in the individual or individuals assigned as account representatives within five (5) business days of such change.

- C. **General Notices.** If provided in Exhibit B, Kabel Business Services shall, based upon information provided by Sponsoring Employer, issue a general COBRA notice and a notice of privacy practices (if required under HIPAA) to all individuals who enroll in the Plan(s) subject to COBRA coincident with or subsequent to the Effective Date. Kabel Business Services is entitled to rely upon the information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- D. **Continuation Coverage Eligibility, Notification of Right to Elect, and Notification of Unavailability.** Kabel Business Services shall determine if a Qualifying Event has occurred based upon information provided to it by Plan Administrator and/or the person making the claim for Continuation Coverage. Such determinations regarding claims shall be made in accordance with the written terms and conditions of the Plan. With respect to this responsibility, Kabel Business Services is entitled to rely upon the information provided by Plan Administrator and/or person making the claim and is under no obligation to independently verify such information. If Kabel Business Services determines a Qualifying Event has occurred, Kabel Business Services will generate and mail required notification information regarding the individual(s) ability to elect Continuation Coverage and election forms.

If Kabel Business Services determines no Qualifying Event has occurred, or a Covered Individual is not entitled to Continuation Coverage or an extension of Continuation Coverage, Kabel Business Services shall notify any person whose claim for Continuation Coverage is denied of the reasons for the denial and of the person's rights, if any, to have the denial reviewed in accordance with the terms and provisions of the Plan. The notification and review will be in a manner agreed upon by Plan Administrator and Kabel Business Services. Kabel Business Services will refer to Plan Administrator any claim or class of claims specified in writing by Plan Administrator as well as any claim that is disputed after the initial denial. Plan Administrator shall have final discretionary authority to make all determinations regarding Continuation Coverage under the Plan.

Notices described herein will be provided based upon the address information provided by Plan Administrator.

- E. **Reinstatement.** Provided the Qualified Beneficiary elects Continuation Coverage and pays any required premiums within the timeframes described in the election notification, if provided in Exhibit B, Kabel Business Services shall complete and submit any required documentation to insurance carriers and/or third party services providers regarding reinstatement of the coverage for Continuation Coverage purposes.
- F. **Termination/Cancellation of Continuation Coverage.** Except as specifically noted below, if provided in Exhibit B, Kabel Business Services shall complete and submit any required documentation to insurance carriers and/or third party services providers regarding termination of a Continuation Participant's Continuation Coverage, including, but not limited to, termination due to expiration of the required continuation period or failure to timely pay premiums. Kabel Business Services shall also provide any required notification of the cessation of Continuation Coverage to impacted Continuation Participants.
- G. **Continuation Payments.** Kabel Business Services shall collect payments for Continuation Coverage and deposit them in an account owned by Kabel Business Services. If a Continuation Participant makes a payment for Continuation Coverage directly to the Sponsoring Employer, Sponsoring Employer shall forward the entire premium payment to Kabel Business Services within one (1) week of receipt by the

Sponsoring Employer. On a weekly basis, Kabel Business Services shall forward Continuation Coverage payments collected by Kabel Business Services to Sponsoring Employer. In addition, Kabel Business Services may retain any interest earned on deposits (i.e., float) as additional compensation for its services hereunder. Kabel Business Services shall also notify Continuation Participants of any change in the premiums for the Continuation Coverage.

- H. **Insignificant Shortfall.** Unless provided otherwise in Exhibit B, amounts less than the entire cost of Continuation Coverage shall be accepted as payment in full if (1) timely paid; and (2) within the lesser of (a) \$50; or (b) ten percent (10%), of the actual amount due. Any deviations from these criteria or the criteria described in Exhibit B shall be at the direction of Plan Administrator; Kabel Business Services shall be entitled to rely on the direction of Plan Administrator. If indicated in Exhibit B, Kabel Business Services shall also provide notification of insignificant shortfalls in payments.
- I. **Late Premium Payments.** Kabel Business Services shall not accept premium payments for Continuation Coverage that are not made in a Timely manner. If a Continuation Participant fails to make a premium payment for Continuation Coverage in a Timely manner, Kabel Business Services shall terminate the Continuation Coverage in accordance with Article I.F. Notwithstanding the foregoing, if Plan Administrator directs Kabel Business Services to accept a premium payment that has not been made in a Timely manner, Kabel Business Services may follow such direction, provided that Plan Administrator shall be solely responsible for such decision and such decision shall be subject to Plan Administrator's indemnification obligations found in Article IV.C.
- J. **Open Enrollment.** If provided in Exhibit B, Kabel Business Services shall distribute annual enrollment materials to Continuation Participants during the applicable annual open enrollment period and answer questions from Continuation Participants regarding open enrollment. At the conclusion of the open enrollment period, Kabel Business Services shall provide to the Sponsoring Employer and the applicable insurance carriers and/or third party service providers enrollment and/or election information regarding the Continuation Participants. Sponsoring Employer shall provide to Kabel Business Services all information necessary to allow Continuation Participants to participate in open enrollment and Kabel Business Services is entitled to rely upon the information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- K. **Reports.** If mutually agreed upon by the parties, reports shall be delivered to Sponsoring Employer and Plan Administrator within thirty (30) days following the end of the applicable reporting period.
- L. **Administrative Materials.** At the direction of Sponsoring Employer and Plan Administrator, Kabel Business Services shall prepare draft documentation relating to Continuation Coverage under the Plan, including, but not limited to, the initial general notice of rights, election forms, notice of rights following a qualifying event, and various administrative forms. Plan Administrator shall finalize and approve for use the administrative documents. Unless mutually agreed otherwise, such finalization shall be accomplished prior to the use or distribution of such documents.
- M. **Compliance with Applicable Law.** Kabel Business Services shall comply with federal and state laws and regulations applicable to Kabel Business Services' responsibilities under this Agreement.

- N. **Other.** Kabel Business Services shall also provide custom services, if any, as described in Exhibit B.
- O. **Excise Tax Reporting and Payment.** Unless required by applicable law, Kabel Business Services shall not be responsible for filing IRS Form 8928 and/or paying the excise tax imposed by Section 4980B of the Code with respect to the services Kabel Business Services provides under this Addendum.
- P. **HIPAA Portability.** Kabel Business Services shall not provide any services related to HIPAA portability compliance including, but not limited to, providing certificates of creditable coverage to Covered Individuals.
- Q. **Prior Administration.** If a Plan existed prior to the Effective Date, Kabel Business Services shall have no responsibility to audit or review the prior administration for compliance with the Plan and applicable law. If, in the course of providing Administrative Services to the Plan, Kabel Business Services discovers an error that occurred prior to the Effective Date, Kabel Business Services will promptly notify Employer and Plan Administrator of such error. Employer and Plan Administrator shall be solely responsible for determining whether, and in what manner, such error shall be addressed. Upon request, Kabel Business Services may assist Employer and Plan Administrator with correcting such error, provided that Employer and Plan Administrator agree to pay any additional fees charged by Kabel Business Services pursuant to Article II.B. Notwithstanding anything herein to the contrary, Kabel Business Services shall have no liability for the failure to discover errors in administration of the Plan occurring prior to the Effective Date.

II. Duties of Sponsoring Employer and Plan Administrator

- A. **Establishment & Plan Maintenance.** Sponsoring Employer shall establish and maintain the Plan. Plan Administrator shall be responsible for the operation and administration of the Plan. In accordance with this Agreement, Kabel Business Services shall provide Administrative Services to Sponsoring Employer and Plan Administrator in connection with the operation and administration of the Continuation Coverage under the Plan.
- B. **Payment of Administrative Services Fees.** In consideration of Kabel Business Services' provision of services described in this Agreement, the Plan or Sponsoring Employer shall pay Kabel Business Services' administrative fees as described in Exhibit B. All such fees are due and payable immediately upon receipt of an invoice. Any failure to remit any such fees within thirty (30) days may, at Kabel Business Services' option, result in Kabel Business Services' (1) suspension of performance of its services under this Agreement until such time as such fees are paid; or (2) termination of this Agreement. The fees described in Exhibit B shall be in addition to additional compensation provided to Kabel Business Services for its services hereunder, including the two (2) percent administrative fee and the float described in Article I.G. In the event additional services that are not part of the normal Administrative Services contemplated by this Agreement, or chosen by Sponsoring Employer on Exhibit B, are required, Kabel Business Services may charge the Sponsoring Employer an additional fee commensurate with the additional services provided. Kabel Business Services will inform the Sponsoring Employer of the amount of the additional fee in advance of conducting the additional services.
- C. **Regulatory Compliance.** Sponsoring Employer and Plan Administrator shall be responsible for compliance with applicable laws and regulations pertaining to the Plan.

Sponsoring Employer and Plan Administrator shall be responsible for any governmental or regulatory charges, including, but not limited to, premium taxes, provider surcharges and/or taxes, insolvency find fees, guarantee find fees, user fees, licensing fees or other charges resulting from Sponsoring Employer's establishment and operation of the Plan. This provision does not relieve Kabel Business Services from any statutory or agency requirements placed directly on it as a result of performing services under this Agreement.

- D. **Legal Obligations.** Sponsoring Employer or Plan Administrator shall possess ultimate responsibility and authority for the operation of the Plans and for their compliance with all applicable laws and regulations pursuant to the provisions of the Plans.
- E. **Provision of Relevant Information.** Sponsoring Employer shall provide to Kabel Business Services all relevant information, as determined by Kabel Business Services, necessary for Kabel Business Services to perform the Administrative Services. Sponsoring Employer shall cooperate with Kabel Business Services periodic requests to provide and reconcile information regarding the number of individuals upon which payment is based. Within ten (10) days following the date on which Kabel Business Services begins to provide services to Sponsoring Employer with respect to Continuation Coverage, Sponsoring Employer shall provide to Kabel Business Services a list of all Continuation Participants and all Qualified Beneficiaries who have not yet become Continuation Participants and the dates on which: (i) such individuals experienced Qualifying Events; (ii) such individuals' coverage under the Plan(s) ended; (iii) such individuals were provided an election notice, if any; and (iv) such individuals elected Continuation Coverage, if they have done so. Kabel Business Services is entitled to rely upon all information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- F. **Late Notification to Continuation Administrator.** Kabel Business Services' responsibilities under this Agreement are, in some cases, triggered upon notification by Sponsoring Employer and/or Plan Administrator as described above. If such notification is not made timely, Kabel Business Services shall use best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, penalties, and the like attributable in whole or in part to the late notification to Kabel Business Services remain with Sponsoring Employer and Plan Administrator. For purposes of this provision, "timely" refers to a period of time specified in this Agreement or, if not specified, the period of time reasonably sufficient for Kabel Business Services to perform its responsibilities within the time period required under applicable state and/or federal law.
- G. **Review of Reports.** Plan Administrator shall review reports made available by Kabel Business Services and shall notify Kabel Business Services of any errors or omissions in the reports within thirty (30) days of their receipt. For purposes of this Agreement, a report is deemed received on the earlier of: (1) the date on which Kabel Business Services notifies Plan Administrator of the report's availability on Kabel Business Services' website; or (2) the date on which the report is sent by Kabel Business Services to Plan Administrator. If Plan Administrator does not notify Kabel Business Services of any errors or omissions within such thirty (30) day period, Plan Administrator shall be deemed to have approved the accuracy of the reports and Kabel Business Services shall be released and relieved of all liability, and shall be indemnified by Plan Administrator, for any actions taken pursuant to this Agreement based upon the information contained in the reports. By way of illustration, and without limiting the generality of the foregoing, under this provision Plan Administrator shall be responsible for matching information received from

the insurance carriers and/or third party service providers regarding individuals covered under the Plan to the information contained in Kabel Business Services' reports and for notifying Kabel Business Services of any discrepancies. If Plan Administrator does find an error or discrepancy and notifies Kabel Business Services of such within the thirty (30) day period provided above, Kabel Business Services will take immediate steps to address the matter. Notwithstanding anything herein to the contrary, Kabel Business Services shall not be liable for any error or omission of an insurance carrier and/or third party service provider with respect to reinstating or terminating a Qualified Beneficiary's or COBRA Participant's coverage if Kabel Business Services has fulfilled its responsibilities under Articles I.E. and I.F. hereof.

- H. **Cost of Continuation Coverage.** Sponsoring Employer and/or Plan Administrator shall provide Kabel Business Services with the Applicable Premium calculations for Continuation Coverage under the Plan at least thirty (30) days prior to the start of the twelve-month period to which they relate. Kabel Business Services shall be entitled to rely on such information. Unless Plan Administrator provides written direction otherwise, Kabel Business Services shall charge COBRA Participants the maximum premium for COBRA Coverage allowed under applicable law. If Employer and/or Plan Administrator fail to timely notify Kabel Business Services of the Applicable Premium, Kabel Business Services shall continue to charge premiums for the COBRA Coverage based upon the Applicable Premium for the prior twelve-month period. If Employer and/or Plan Administrator notify Kabel Business Services of a new Applicable Premium for an applicable twelve-month period after the deadline provided above, Kabel Business Services will begin charging COBRA Coverage premiums based upon the new Applicable Premium beginning with the first month occurring at least thirty (30) days following Kabel Business Services' receipt of such information from Employer and/or Plan Administrator. Kabel Business Services shall be released and relieved of all liability related to, and shall be indemnified by Employer and Plan Administrator with respect to, premium changes made after the start of the applicable twelve-month period as a result of Employer's and/or Plan Administrator's failure to comply with the notice requirement contained herein.
- I. **Continuation Coverage Documents.** Sponsoring Employer and Plan Administrator shall provide direction to Kabel Business Services, as necessary, regarding Continuation Coverage documentation. Sponsoring Employer and Plan Administrator shall approve all such materials within thirty (30) days following delivery by Kabel Business Services, unless such deadline is extended by mutual agreement of all parties. Sponsoring Employer and Plan Administrator's failure to object within such time period (including any agreed upon extension period) shall constitute approval. Sponsoring Employer and Plan Administrator shall be solely responsible for the content of Continuation Coverage documentation it has been provided for review and approval.
- J. **Status of Continuation Administrator.** Sponsoring Employer shall not (1) name Kabel Business Services as Plan Administrator, Sponsoring Employer or a Named Fiduciary in any documents, including the Plan document, with respect to the Continuation Coverage under the Plan; nor (2) hold out to other parties, including Continuation Participants, that Kabel Business Services serves in any of the foregoing capacities. In addition, Kabel Business Services does not intend to assume any of the administrative duties or responsibilities commensurate with such designations.

- K. **Alternative Coverage.** Sponsoring Employer and Plan Administrator must notify Kabel Business Services of any Alternative Coverage that impacts the services that would otherwise be provided by Kabel Business Services under this Agreement. If such Alternative Coverage increases the amount of work Kabel Business Services must perform to comply with this Agreement, Kabel Business Services reserves the right to charge additional administrative service fees hereunder as agreed by the parties. Kabel Business Services shall be entitled to rely on the information provided by Sponsoring Employer and Plan Administrator.
- L. **Continuation Coverage Determinations.** Through this Agreement, Plan Administrator delegates to Kabel Business Services authority to make the described determinations related to Continuation Coverage under the Plan. If Plan Administrator disagrees with Kabel Business Services on a particular determination Plan Administrator shall immediately notify Kabel Business Services, in writing, of such disagreement and direct Kabel Business Services regarding the situation. Plan Administrator shall be solely responsible for the final initial determination on such claim, which shall be communicated in writing to Kabel Business Services. Kabel Business Services shall be entitled to rely on the final initial determination made by Plan Administrator.
- As between Kabel Business Services and Plan Administrator, Plan Administrator is responsible for the final decision upon review of disputed eligibility and coverage issues, including determinations with respect to Continuation Coverage. Upon receipt of applicable information and documentation from Kabel Business Services, Plan Administrator shall notify Kabel Business Services in writing of its final decision upon review of disputed eligibility and coverage issues.
- M. **Family & Medical Leave Act of 1993 ("FMLA").** Sponsoring Employer shall make determinations regarding FMLA. Kabel Business Services shall not make determinations regarding FMLA. Furthermore, Kabel Business Services shall be entitled to rely upon the information provided by Sponsoring Employer and is under no obligation to independently verify such information.
- N. **Excise Tax Reporting and Payment.** Employer and Plan Administrator are solely responsible for: (i) determining whether IRS Form 8928 must be filed for the purpose of reporting a violation of COBRA; (ii) preparing and filing Form 8928 (if necessary); and (iii) paying any excise tax imposed by Section 4980B of the Code. Notwithstanding the foregoing, upon request, Kabel Business Services may assist Employer and Plan Administrator with its responsibilities under this paragraph.
- O. **Qualified Medical Child Support Orders ("QMCSO").** Plan Administrator shall be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCSO"), including, but not limited to establishing QMCSO procedures and determining whether a medical child support order is "qualified." Plan Administrator shall provide notice to Kabel Business Services of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCSO. Kabel Business Services shall be entitled to rely upon the information provided by Plan Administrator pertaining to QMCSOs.

III. Records & Information

- A. **Maintenance and Access.** Sponsoring Employer, Plan Administrator and Kabel Business Services shall maintain adequate records relating to the terms and operation of the Plans for at least the Plan Year to which the records relate and for an eight (8) year

period thereafter. Each party shall have access to the records relating to the Plans maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations. The parties shall maintain the confidentiality of any information relating to Participants and the Plans in accordance with applicable laws and regulations. At the conclusion of the period for which records are required to be kept under this provision and prior to any modification, destruction or disposal of any records, Kabel Business Services shall provide Sponsoring Employer and Plan Administrator an opportunity to review the records and obtain copies of any such records. All costs associated with such inspection and copying of records will be paid by Sponsoring Employer.

- B. **Record Use.** Kabel Business Services, Sponsoring Employer and Plan Administrator agree that the medical records, names, addresses, telephone numbers, Social Security numbers and other personal information relating to Participants, which Kabel Business Services may obtain as a result of performing Administrative Services may be collected, maintained and used by Kabel Business Services and Plan Administrator as necessary to administer the Plan. Kabel Business Services and Plan Administrator may use patient specific and individually identifiable information, as necessary to properly administer the Plan, to defend any claim related to the Plan or to the provision of services under this Agreement, or as otherwise may be permitted by state or federal law. All parties agree that such information shall be considered confidential and protected as required under applicable law.
- C. **Confidential Business Information.** Kabel Business Services, Sponsoring Employer and Plan Administrator shall each take all necessary steps to protect the other party's confidential business information. Such information shall not be disclosed to third parties without the express written consent of the other party unless required by law or court order.
- D. **Use of Continuation Administrator's Confidential and Proprietary Information.** The parties agree that Kabel Business Services' "service package" is proprietary. Sponsoring Employer and Plan Administrator agree not to use this information other than for the specific purposes of carrying out the terms of this Agreement, and shall disclose it only to its officers, directors, employees or contractors with a specific need to know.
- E. **Transfer of Records.** When this Agreement ends, Kabel Business Services may transfer to Sponsoring Employer, Plan Administrator and/or any successor administrator those records Kabel Business Services determines are reasonably necessary to effectuate a smooth transition of administration of the Plan and any other records Kabel Business Services possesses that relate to the Plan. Kabel Business Services intends that this transfer of records will satisfy its obligation to maintain such records as described above. Kabel Business Services shall provide Plan Administrator an opportunity to review the records and obtain copies of any such records in addition to the records Kabel Business Services has identified as necessary for a smooth transition or otherwise transferred. The details of such transfer, including but not limited to the means, method and timing, shall be agreed to by the parties. All costs associated with such a record review and transfer will be paid by Sponsoring Employer.
- F. **HIPAA Business Associate.** Kabel Business Services acknowledges its role as a business associate for purposes of the privacy and security standards under HIPAA. Exhibit C reflects the business associate contractual requirements.

IV. Indemnification and Limitation of Liability

- A. **No Guarantee of Benefits.** Kabel Business Services does not assume any responsibility, risk, liability or obligation for the general policy direction of the Plan, the adequacy of funding thereof, or any act or omission or breach of duty by parties other than Kabel Business Services. Kabel Business Services is not and shall not be deemed a guarantor with respect to any benefits payable under the Plan.
- B. **Indemnification for Design/Interpretation.** Kabel Business Services is not engaged in the practice of law. The resolution of any legal issues concerning the Plan is the responsibility of Plan Administrator and/or Employer and their legal counsel. Plan Administrator and Sponsoring Employer shall indemnify, hold harmless, and defend Kabel Business Services from and against any and all liabilities, losses, damages, claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay), arising, directly or indirectly, out of the design and/or interpretation of the Plan, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay) arising under any state, federal or local law or regulation.
- C. **General Indemnification by Plan Administrator and Sponsoring Employer.** Plan Administrator and Sponsoring Employer shall indemnify, hold harmless, and defend Kabel Business Services and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay), which arise, directly or indirectly, from Plan Administrator's or Employer's act or omission to act in its administration of the Plan, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay) arising under any law.
- D. **Indemnification for Prior Administration.** If a party other than Kabel Business Services previously provided continuation services to the Plan, Plan Administrator and Sponsoring Employer shall indemnify, hold harmless, and defend Kabel Business Services and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay), which arise, directly or indirectly, from such prior administration, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Kabel Business Services may incur or be asked to pay) arising under any law.
- E. **Continuation Administrator's Duty to Indemnify.** Kabel Business Services shall indemnify, hold harmless, and defend Plan Administrator and Sponsoring Employer and their directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees Plan Administrator and Sponsoring Employer may incur or be asked to pay), which arise, directly or indirectly, from Kabel Business Services' act or omission to act in its administration of the Plan, including, but not limited to, any liability, losses, damages,

claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Plan Administrator and Sponsoring Employer may incur or be asked to pay) arising under any law.

- F. **Limitation of Liability.** Kabel Business Services shall exercise, in the performance of its duties, reasonable care and shall be liable for loss only when caused by Kabel Business Services' (or Kabel Business Services' subcontractors) negligence, gross negligence, fraud, willful misconduct, criminal conduct or a material breach of this Agreement. Kabel Business Services shall be responsible for direct damages caused by its failure to satisfy its duties hereunder; provided, however, that Kabel Business Services shall not be liable for any incidental or consequential damages caused by its failure to satisfy its duties hereunder. Kabel Business Services shall not be liable for processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of God, acts of war, severe weather, or any other circumstances that would affect Kabel Business Services or its software or Internet systems.
- G. **Reliance on Data & Direction.** Notwithstanding any provision of this Agreement to the contrary, Kabel Business Services is not responsible or liable for any acts or omissions made pursuant to any direction, consent or other request reasonably believed by Kabel Business Services to be genuine and from an authorized representative of Sponsoring Employer and Plan Administrator. Kabel Business Services is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Sponsoring Employer or Plan Administrator to the extent Kabel Business Services' acts or omissions are attributable to the erroneous data, or for the failure of Sponsoring Employer or Plan Administrator to perform their obligations under this Agreement. Kabel Business Services is also entitled to rely upon Sponsoring Employer's determination that Sponsoring Employer is an entity subject to ERISA. To the extent Sponsoring Employer or Plan Administrator request special Administrative Services, special arrangements regarding responsibilities, liabilities, indemnification, etc. they shall be described in Exhibit B.

V. **Term and Termination**

- A. **Term.** This Agreement is effective as of the Effective Date and shall continue for a period of twelve (12) consecutive months and for each twelve (12) consecutive month period thereafter until the termination of this Agreement pursuant to this Article V of the Agreement. Notwithstanding the expiration or termination of this Agreement, the provisions of Articles III, IV, and V shall remain in force.
- B. **Termination.** This Agreement may be terminated by any party by providing at least sixty (60) days written notice of the intention to terminate given to the other party to be effective as of the date provided in such notice.
- C. **Option for Immediate Termination.**
 - 1. A party shall have the option to terminate this Agreement immediately upon the material breach of the terms of this Agreement by the other party, including failure to remit service fees due Kabel Business Services, if such material breach is not corrected within thirty (30) days of receipt of written notice specifying the nature of the breach to the reasonable satisfaction of the non-breaching party.
 - 2. A party shall have the option to terminate this Agreement immediately upon the bankruptcy or insolvency of the other party.

3. A party shall have the option to terminate this Agreement immediately upon the enactment of any law, promulgation of any regulation or action of any state or federal agency or authority which makes or declares illegal the continuance of this Agreement or the performance of any of the services of Kabel Business Services hereunder.
- D. **Post-Termination Obligation.** Unless mutually agreed upon by Sponsoring Employer, Plan Administrator and Kabel Business Services, Kabel Business Services shall not provide Administrative Services following the termination of this Agreement. Kabel Business Services shall forward all Continuation Coverage information, inquiries, elections, etc. to the person or entity designated by Sponsoring Employer and Plan Administrator. Absent such designation, all references shall be made to Sponsoring Employer.

VI. Definitions

The following Definitions shall apply to this Agreement:

- A. **Administrative Services** – means those services relating to the administration of the Plan(s) to be performed by Kabel Business Services as set forth in this Agreement.
- B. **Agreement** – means this Group Health Continuation of Coverage Administration Agreement and any Exhibits attached hereto and any outside agreements specifically incorporated by reference.
- C. **Alternative Coverage** – means non-COBRA coverage offered as an alternative to COBRA, made available to induce a Qualified Beneficiary not to elect COBRA.
- D. **Applicable Premium** – means the cost to the Plan for a period of coverage (for example, one, two or three months) for similarly situated Covered Individuals for whom a Qualifying Event has not occurred.
- E. **Code** – means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.
- F. **COBRA** – means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.
- G. **Continuation Administrator** – means Kabel Business Services (including all authorized representatives of Kabel Business Services), an independent contractor designated to perform certain Administrative Services pursuant to this Agreement with respect to the Plan(s).
- H. **Continuation Coverage** – means the continuation coverage required under COBRA.
- I. **Covered Individual** – means a person properly covered under the Plan to which Kabel Business Services is providing services, including a Participant, the spouse and dependents of the Participant, and (if applicable) the domestic partner or same sex spouse of the Participant covered pursuant to the terms of the Plans.
- J. **Continuation Participant** – means any person receiving Continuation Coverage under the Plan in accordance with the terms and conditions of the Plan and applicable law, including, but not limited, to Qualified Beneficiaries.

- K. **Effective Date** – means the date upon which this Agreement, once fully executed by all parties, is effective, as indicated on page one of this agreement.
- L. **ERISA** – means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time to time.
- M. **Exhibit** – means the exhibit attached to and incorporated into this Agreement as may be amended from time to time in accordance with Section VII.A.
- N. **Fiduciary** – means Plan Administrator, Sponsoring Employer (as the Named Fiduciary in the Plan), and any other person who satisfies the definition of “fiduciary” under ERISA.
- O. **HIPAA** – means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time to time.
- P. **Named Fiduciary** – is a term described in Section 402(a)(1) of ERISA that is applicable to the Plans subject to ERISA and means Sponsoring Employer.
- Q. **Participant** – means an employee of the Sponsoring Employer who has become a participant in the Plan pursuant to the terms thereof and those participating in the Plan pursuant to a qualified medical child support order. “Participant” does not include Continuation Participants.
- R. **Plan(s)** – means the benefit plan or plans identified in Exhibit A covered by this Agreement. Plan may also refer to the written plan document requirement under ERISA and/or the Code.
- S. **Plan Administrator** – means Sponsoring Employer.
- T. **Qualified Beneficiary** – means a covered employee or the spouse, former spouse, dependent child or (if applicable) domestic partner or same sex spouse of the covered employee, who has lost group coverage in a Qualifying Event and is entitled to elect Continuation Coverage.
- U. **Qualifying Event** – means the loss of coverage under a group plan on account of one of the specific events described in COBRA, the loss of coverage triggering Continuation Coverage rights under applicable state law, and the loss of coverage triggering Continuation Coverage rights under the terms of the Plan.
- V. **Sponsoring Employer** – means City of Norwalk.
- W. **Timely** – means within the deadline established in the Plan or in the policies and procedures adopted by the Plan Administrator, provided such deadline complies with applicable law.

VII. Miscellaneous

- A. **Agreement Amendment.** This Agreement may be amended only by mutual agreement in writing executed by all parties, except that Kabel Business Services may amend this Agreement to the extent necessary to comply with applicable federal, state or local laws or regulations. Notwithstanding the foregoing, Kabel Business Services may amend Exhibit B to this Agreement by providing to Sponsoring Employer a copy of the amended Exhibit B at least sixty (60) days before it is effective, provided that if Sponsoring Employer provides written notice to Kabel Business Services of its objection to such amendment prior to its effective date, such amendment shall not become effective.
- B. **Notices.** All notices, requests, consents and other communications required or permitted between the parties to this Agreement shall be (1) in writing and delivered personally, or sent by registered or certified mail or nationally recognized overnight carrier, postage prepaid; (2) in writing and sent by facsimile transmission, to the address set forth below, or to such other address set forth in a notice given in the manner herein provided; or (3) sent by e-mail or other electronic means capable of being reduced to writing. All such notices, requests, information or other communications shall be deemed to have been given (i) when delivered if personally delivered; (ii) three business days after having been placed in the mail, if delivered by registered or certified mail; (iii) the business day after having been placed with a nationally recognized overnight carrier, if delivered by nationally recognized overnight carrier; (iv) the first business day after the date received by the electronic modality; and (v) the business day after transmittal by facsimile if transmitted with electronic confirmation of receipt.

If to Sponsoring Employer and Plan Administrator:

City of Norwalk
Contact:
Address:
City:
State:
Email Address:
Telephone:
Fax:

If to Continuation Administrator:

Kabel Business Services
Attn: COBRA Administrator
1454 30th Street Suite #105
West Des Moines, IA 50266
Email address: songt@kabelbiz.com
Telephone: 515-224-9400
Toll Free: 800-300-9691
Fax: 515-224-9256

Upon the occurrence of a change in any of the above address information, each party shall notify the other party(ies) of such change within five (5) business days of the effective date of the change.

- C. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.
- D. **No Waiver of Rights.** Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
- E. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities or debts of the other party.
- F. **Entire Agreement.** This Agreement shall supersede and replace any and all other agreements between the parties relating to the same subject matter. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, except as otherwise provided in this Agreement.
- G. **Governing Law.** The Agreement shall be governed by and interpreted in accordance with applicable federal law, including, but not limited to, ERISA. To the extent the federal law does not govern, this Agreement shall be governed by the laws of the State of Iowa and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto and arising hereunder.
- H. **Independent Contractors.** Kabel Business Services shall be construed to be acting as an independent contractor and not as an employee of Sponsoring Employer or Plan Administrator. Kabel Business Services, Sponsoring Employer and Plan Administrator shall not have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement. Because Kabel Business Services is a corporation and payments made hereunder are not medical payments, withheld income tax of foreign tax, barter exchange transactions, substitute or abandonment's of secured property or cancellation of debt, no Form 1099 is required to be filed with the IRS for payments made pursuant to this Agreement.
- I. **Third Party Beneficiaries.** The obligations of each party to this Agreement shall inure solely to the benefit of the other party(ies). Except as expressly provided in this Agreement, no person or entity is intended to be or shall be construed or deemed to be a third party beneficiary of this Agreement.
- J. **Subcontractors.** Kabel Business Services may hire subcontractors to perform any of the services required of it under this Agreement and to act as its designee for purposes of this Agreement.
- K. **Successors and Assigns.** This Agreement shall be binding on any successors, assigns and subcontractors of the parties authorized under this Agreement.
- L. **Audit Rights.** The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted using procedures mutually agreed upon by the parties. Results of the audit may be shared with the party being audited at the sole discretion of the party initiating the audit.

- M. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- N. **Construction.** The parties represent and warrant that the terms and conditions of this Agreement are the result of negotiations among them and that the construction of this Agreement shall not favor or hurt any party by reason of the extent to which any party or his legal counsel participated in the drafting of this Agreement.
- O. **Material Change in Law.** With the exception of changes described in Article V.C.3., if substantial changes to laws and/or regulations materially affect the rights or responsibilities of any party to this Agreement, the parties to this Agreement agree to enter into negotiations to attempt to adequately respond to such changes. Any such changes must be reflected in a written amendment to this Agreement. If the parties are unable to agree upon an appropriate resolution, a party adversely affected by such changes may terminate this Agreement under Article V.B.
- P. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.
- Q. **Fidelity Bond.** Kabel Business Services shall obtain a fidelity bond meeting the minimum requirements of ERISA and other applicable law, with respect to any of its employees handling assets of Plan(s) subject to ERISA.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

SPONSORING EMPLOYER

PLAN ADMINISTRATOR

By: _____
Company Representative
City of Norwalk

By: _____
Authorized Representative
City of Norwalk

Its: _____

Its: _____

CONTINUATION ADMINSTRATOR

By: 
Authorized Representative of
Kabel Business Services
Its: President

LIST OF EXHIBITS

- A Plans and Providers
- B Administrative Fees
- C Business Associate

EXHIBIT A
Plans and Providers

Please provide us with the Carrier and plan names for all the benefits listed below if they are applicable.

Type of Plan	Name of Plan	Carrier or Provider
Group Medical Benefits		
Group Dental Benefits		
Group Vision Benefits		
Flex Medical Expense Plan		
Flex Limited Scope Medical Expense Plan		
HRA Plan		
Employee Assistance Plan		

EXHIBIT B
Administrative Fees

The Plan or Sponsoring Employer shall make payments of administrative service fees in accordance with the following schedule:

One Time Set up Fee (based on a single location)						\$75.00
Includes:						
<ul style="list-style-type: none"> • Initial establishment of the Plan on our software • Initial mailing of General Rights Notices to all covered employees 						
Annual Renewal Fee						\$70.00
Applied to each Plan renewal invoice, beginning with your second Plan Year						
Includes:						
<ul style="list-style-type: none"> • Adjustments to rate tables for all covered health plans • Delivery of open-enrollment forms with complete instructions to any former employee on COBRA 						
Administration	Fee	(per	Benefit	Enrolled	Participant,	per month)
\$1.25						
Monthly Minimum Administration Fee						\$50.00
Includes:						
<ul style="list-style-type: none"> • Mail Qualifying Event Notifications to Qualified Beneficiaries • Mail General Rights Notices to newly hired covered employees • Process and Adjudicate COBRA Elections • Process Monthly Premium Collections • Issue monthly insurance premium payment to Employers • Toll-free Employer and Qualified Beneficiary support and consultation 						
Qualified	Beneficiary	Takeover	Fee	(One-time	charge	per participant)
\$35.00						
Includes:						
<ul style="list-style-type: none"> • Audit/Takeover of current and pending COBRA participants • Coordination of collection of premiums from current Qualified Beneficiaries 						
Initial	General	Rights	Notices	(Per	Letter,	one-time charge at take-over)
\$2.00						
<ul style="list-style-type: none"> • Mail General Rights Notice to each covered employee 						

Administrator Processing Fee

Kabel Business Services will charge and retain a 2% administration fee to COBRA Qualified Beneficiaries where allowed by law.

Retiree Billing (\$5.00 per Enrolled Participant, per month – billed to Retiree)

- Process Monthly Premium Collections
- Issue monthly insurance premium payment to Employers

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT
[reflecting HITECH under ARRA]

This Exhibit C – Business Associate Agreement (“Agreement”) is entered into by and between City of Norwalk (“Covered Entity”) and Kabel Business Services (“Business Associate”).

I. Purpose

- A. Business Associate is contractually obligated to provide certain services related to one or more “covered entities” as that term is defined and regulated under HIPAA. The parties to this Agreement acknowledge that (1) Business Associate is a “business associate” as that term is defined and regulated under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and (2) Business Associate provides services to one of more “covered entities” as that term is defined and regulated under HIPAA.
- B. This Agreement is intended to constitute a “business associate” agreement between the Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Portions of HIPAA apply directly to Business Associate as provided in the Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”). Business Associate’s obligations under this Agreement may be the same as, or in some cases in addition to, Business Associate’s own obligations under HIPAA as provided in HITECH.

II. Special Definitions

The following definitions are used by this Exhibit C – Business Associate Agreement:

- A. **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.
- B. **ARRA** – means the American Recovery and Reinvestment Act of 2009.
- C. **Breach** - means the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 C.F.R. part 164, subpart E which compromises the security or privacy of such information (meaning that it poses a significant risk of financial, reputational, or other harm to the individual). A use or disclosure of PHI that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the PHI. “Breach” does not include: (1) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Business Associate if such acquisition, access, or use was made in good faith and within the course and scope of the authority and does not result in further use or disclosure in a manner not permitted by 45 C.F.R. part 164, subpart E; (2) any inadvertent disclosure by a person who is authorized to access PHI at a Business Associate to another person authorized to access PHI at the Business Associate, and any such information received as a result of the disclosure is not further used or disclosed in a manner not permitted by 45 C.F.R. part 164, subpart E; or (3) a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably be able to retain such information.

- D. **Business Associate** – means a person or entity described in 45 C.F.R. Section 160.103 who performs certain functions on behalf of a Covered Entity.
- E. **Covered Electronic Transactions** – shall have the meaning given to the term “transaction” in 45 C.F.R. Section 160.103.
- F. **Covered Entity** – means the Plan, an entity described in 45 C.F.R. Section 160.103.
- G. **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of a health benefit program of the Plan.
- H. **Data** – means formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or automatic means.
- I. **Data Aggregation** – means, with respect to PHI created or received by Business Associate in its capacity as a business associate (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.
- J. **Designated Record Set** – means a group of records maintained by or for the Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider; (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Covered Entity; or (3) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.
- K. **Effective Date** – means January 1, 2016, unless specifically noted otherwise herein.
- L. **Electronic Protected Health Information** – shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity.
- M. **HITECH** - means the Health Information Technology for Economic and Clinical Health Act and any accompanying regulations, as the same may be amended from time to time.
- N. **HHS** – means the United States Department of Health and Human Services.
- O. **Including** – means “including but not limited to.”
- P. **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- Q. **Limited Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).

- R. **Plan** – means the “organized health care arrangement” as that term is defined in 45 C.F.R. Section 160.103, consisting of the plans collectively considered the organized health care arrangement.
- S. **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.
- T. **Protected Health Information or PHI** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 164.501, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity protected. Health Information specifically includes Electronic Protected Health Information.
- U. **Provider** – means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals.
- V. **Required By Law** – shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.
- W. **Secretary** – means the Secretary of the Department of Health and Human Services or his/her designee.
- X. **Security Incident** – shall have the same meaning as the term “security incident” in 45 C.F.R. Section 164.304, unless defined differently in Covered Entity’s policies and procedures for compliance with the Security Rule, which shall be provided to the Business Associate.
- Y. **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.
- Z. **Standards for Electronic Transactions Rule** - means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
- AA. **Subcontractor** – means an individual described in 45 C.F.R. Section 160.103.
- BB. **Unsecured Protected Health Information** means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary’s guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary’s guidance, of the media on which the Protected Health Information was stored or recorded.

III. Privacy Provisions

- A. **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt

and/or creation of Protected Health Information. The “business associate” provisions of the Privacy Rule govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) Business Associate can fulfill its contractual obligations under this Agreement. In addition, Business Associate specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

B. Permitted Uses and Disclosures by Business Associate.

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the Business Associate, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. Business Associate may disclose Protected Health Information to other business associates of Covered Entity, or to business associates of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law.
2. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of its business or to carry out its legal responsibilities.
3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of its business, if
 - i. The disclosures are required by law, or
 - ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
4. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).
5. Except as otherwise limited in this Agreement, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.502(j)(1).
6. Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by Business Associate, to the minimum necessary (as determined by Business Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. Business

Associate's ability to satisfy the requirement of this Paragraph III.B.6 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

7. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Paragraph III.B.7 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.
8. Except as otherwise allowed by the Privacy Rule, Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless Covered Entity receives no direct or indirect payment in exchange for making such communication and the communication is made to the Covered Individual: (i) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to Covered Individuals that add value to, but are not part of, the Plan; (ii) for treatment of the Covered Individual; or (iii) for case management or care coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual. Notwithstanding the foregoing, Business Associate may use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service if the communication relates to a prescription drug that is currently being prescribed for a Covered Individual and any financial remuneration received by Covered Entity in exchange for making the communication is reasonably related to Covered Entity's cost of making the communication. This Paragraph III.B.8 shall apply to disclosures of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

- C. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement (including, but not limited to, any restrictions described in Section III.E.4) or as Required by Law.

- D. **Additional Obligations of Business Associate.** Except as otherwise specified in this agreement, the provisions of this Paragraph III.E.4.. apply only to Protected Health Information that Business Associate creates or receives, maintains, or transmits on behalf of Covered Entity.
1. **Safeguards.** Business Associate will use appropriate safeguards to prevent the improper use of, disclosure of, and tampering with Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information.
 2. **Reporting and Mitigation.** Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which Business Associate becomes aware, or that is reported to Business Associate by an agent or Subcontractor, that is in violation of this Agreement. Such report shall be made within ten (10) business days of its discovery (as that term is defined in 45 C.F.R. Section 164.410(a)(2)) by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an acquisition, access, use, or disclosure in violation of this Agreement. This obligation includes, but is not limited to, any acquisition, access, use, or disclosure of Unsecured Protected Health Information that may constitute a Breach. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.
 3. **Agents and Subcontractors.** Business Associate will enter into a written contract with any agent or Subcontractor who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply by and through this Agreement to Business Associate with respect to such information.
 4. **Access to Protected Health Information.** Within fifteen (15) days of a request by Covered Entity for access to Protected Health Information about a Covered Individual, Business Associate shall make available to Covered Entity or, as directed by Covered Entity, a Covered Individual such Protected Health Information contained in a Designated Record Set. Effective September 23, 2013, if the Protected Health Information requested by Covered Entity is maintained in a Designated Record Set electronically, Business Associate shall make available, within the time period specified above, a copy of such information in the electronic form and format specified by Covered Entity, provided such information is readily producible in such form and format. If the information is not readily producible in such form and format, Business Associate shall make the information available in a readable electronic form and format as agreed to by the parties. In the event any Covered Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing access to the requested Protected Health Information or making the determination to deny access to requested Protected Health Information.
 5. **Amendment of Protected Health Information.** Within fifteen (15) days of receipt of a request from Covered Entity or a Covered Individual for the

amendment of Protected Health Information or a record regarding a Covered Individual contained in a Designated Record Set, Business Associate shall (i) provide such information to Covered Entity for amendment, and (ii) incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. Section 164.526. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an amendment. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for determining whether the requested amendment shall be made and, if the request is denied, in whole or in part, complying with 45 C.F.R. Section 164.526.

6. **Disclosure Accounting.** Business Associate agrees to track such disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Within fifteen (15) days of receipt of notice from Covered Entity that it has received a request for an accounting of disclosures of Protected Health Information regarding a Covered Individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. Section 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, Business Associate shall track other disclosures and/or make available to Covered Entity such information as is necessary for Covered Entity to comply with any additional accounting requirements effective as of the compliance date applicable under final regulations implementing such requirements. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing the disclosure accounting to the Covered Individual.
7. **Access to Business Associate's Internal Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or Business Associate.
8. **Electronic Transactions.** In the event the Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

E. **Obligations and Rights of Covered Entity.**

1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.
2. **Requests by Covered Entity.** Covered Entity shall not request or direct Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the Protected Health Information under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.
3. **Changes in Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
4. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual.
5. **Agreement Breaches by Business Associate.** If Covered Entity obtains knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity will take reasonable steps to cure such breach or end such violation. If Covered Entity cannot successfully cure the breach or end the violation, Covered Entity shall terminate the Agreement in accordance with Section VI.B or, if feasible.

IV. **Electronic Security Provisions**

- A. **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Article IV along with the other sections of the Business Associate Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA;

(2) Business Associate can fulfill its responsibilities under HIPAA; and (3) Business Associate can fulfill its contractual obligations under this Agreement.

B. Obligations of Business Associate. In accordance with the Security Rule, Business Associate agrees to:

1. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying a security officer and training personnel. This Paragraph IV.B.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.
2. Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity;
3. Report to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of its discovery by the Business Associate;
4. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate; and
5. Enter into a written contract with any agent or Subcontractor to whom Business Associate provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Article IV to Business Associate, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

C. Obligations of Covered Entity. Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

V. Breach Notification Requirements

If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity of a Breach of such Unsecured Protected Health Information without unreasonable delay, but no later than sixty (60) days following discovery of the Breach. Such notice shall include an identification of each Covered Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Privacy Rule and Security Rule. For purposes of this Article V, a Breach is deemed to have been discovered by Business Associate upon the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer or agent of Business Associate (determined in accordance with the Federal common law of agency)).

VI. Term and Termination

- A. **Term.** The Term of this Agreement will begin and become effective on the effective date of the Administration Agreement or, if later, the compliance date applicable to Covered Entity under the Privacy Rule, and shall terminate when all of the PHI created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article VI.
- B. **Termination.** In the event that a party (the “non-breaching party”) discovers and determines that the other party (the “breaching party”) materially breached or violated any of its obligations under this Agreement, the non-breaching party will notify the breaching party of such breach in writing and may immediately terminate the Agreement upon notice to the breaching party or may provide the breaching party with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a mutually agreed upon period of time. If the breaching party's attempts to cure the breach or end the violation are unsuccessful within that period, without limiting the rights of the parties under the Agreement, the non-breaching party may immediately terminate the Agreement upon notice to the breaching party.
- C. **Effect of Relationship Termination.**
1. Except as provided in paragraphs (2) and/or (3) of this sub-section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
 2. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information..
 3. Should the Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law including, but not limited to, the Employee Retirement Income Security Act of 1974 (“ERISA”), includes the Protected Health Information., Business Associate shall return or provide to Covered Entity such information, including Protected Health Information

VII. General Provisions

- A. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- C. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Business Associate and Covered Entity to comply with the Privacy Rule and the Security Rule.
- D. **Survival.** The respective rights and obligations of Business Associate and the Covered Entity shall survive the termination of this Agreement and any related services agreement.
- E. **Indemnity.** Business Associate will indemnify and hold harmless Covered Entity and Covered Entity's affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information. or other breach of this Agreement by such party or any subcontractor, agent, person or entity under such party's control.
- F. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights obligations, or liabilities whatsoever.
- G. **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party..
- H. **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.
- I. **Governing Law.** This Agreement shall be governed by the law of Minnesota, except to the extent preempted by federal law.
- J. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- K. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
- L. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter. Notwithstanding the foregoing, this Agreement is intended to supplement (rather than supersede) the agreement between Business Associate and the sponsor of the Plan related to the services that Business Associate provides with respect to administration of the Plan.
- M. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute

one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Business Associate: Kabel Business Services

This 7th day of December 2015

By: 

on behalf of the Business Associate.

Print Name: Jim Kabel

Title: President

Covered Entity: City of Norwalk

This ____ day of _____, 201__

By: _____

on behalf of the Covered Entity.

Print Name: _____

Title: _____



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 12
For Meeting of 01.21.2016

ITEM TITLE: Consideration of third (final) reading of an Ordinance vacating a public access easement over Masteller Road.

CONTACT PERSON(S): Wade R. Wagoner, AICP LEED GA
Planning & Economic Development Director

SUMMARY EXPLANATION

Chapter 138 of the City of Norwalk City Code provides regulations for the "Vacation and Disposal of Streets." Section 138.02 specifically states that the City Council must refer the proposal to the Planning and Zoning Commission for study and review. The Planning and Zoning Commission shall then provide a written report and recommendation to the City Council regarding the proposed vacation of a City street. The City Council cannot vacate a street unless they find the following:

1. Public Use. The street, portion thereof or any public ground proposed to be vacated is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified.
2. Abutting Property. The proposed vacation will not deny owners of property abutting on the street reasonable access to their property.

At their December 3, 2015 meeting, the City Council held a public hearing and referred the matter of the vacation of Masteller Road to the Planning and Zoning Commission for review and recommendation. On December 14, 2015, the Planning and Zoning Commission met to review the proposed vacation and provide a recommendation focused on the two points described above. The City Council approved the first reading of this ordinance on December 17th, 2015.

DETAILS OF PROPOSED VACATION

The current alignment of Masteller Road is proposed to be vacated and a new alignment of Masteller Road will be developed by United Properties LLC as part of their commercial development within the Echo Valley PUD. The new alignment of Masteller Road would maintain the intersection at Iowa Highway 28. The intersection of Masteller and Beardsley Street would be relocated to the east along Beardsley Street. Current landowners adjacent to and with access to Masteller Road are United Properties Invest Co. LLC. and James Oil. The James Oil property has a secondary access to Beardsley Street. The United Properties Invest Co. LLC. does not have a second access, however, United Properties is redeveloping Masteller Road, which will maintain access to their property.

While a majority of the Masteller Road is now under construction, this ordinance contemplates vacating all of the North South Portion of the road, shown in red on the map. (The City intends to keep the northern east/west portion, shown in green, as it has been identified as the future access and likely signalization off of Iowa Highway 28.)

The Council has previously chosen to adopt the ordinance vacating the north-south portion of the street.



___Resolution X Ordinance ___ Contract ___ Other (Specify)___

Funding Source:_____

APPROVED FOR SUBMITTAL _____
City Manager

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission reviewed the proposed vacation on December 14, 2015. The Commission found that Masteller Road is no longer needed for the use of the public and that its maintenance at public expense is no longer justified. The Commission also found that abutting property owners would not be denied reasonable access to their property because the James Oil site maintained access to Beardsley Street. The Commission recommends that the north/south portion of Masteller be vacated and that the northerly east/west portion that connects to Iowa Highway 28 be preserved. The City Council approved the first reading of this ordinance on December 17th, 2015 and the second reading on January 7th, 2015..

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF THE ROAD
KNOWN AS MASTELLER ROAD WITHIN THE CITY OF NORWALK, IOWA

Sections:

Section 1.	Purpose.
Section 2.	Facts Found.
Section 3.	Description.
Section 4.	Vacations.
Section 5.	Repealer.
Section 6.	Severability Clause.
Section 7.	When Effective.

BE IT ORDAINED BY THE CITY COUNCIL, CITY OF NORWALK, IOWA:

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate a portion of Masteller Road, within the City of Norwalk, Iowa and thereby relieve the City of the responsibility for its maintenance and supervision, pursuant to Sections 354.23 and 364.12(2)(a), Iowa Code, and Chapter 138, Norwalk Code and Chapter 138, Norwalk Code.

SECTION 2. FACTS FOUND. The City Council of the City of Norwalk, Iowa, herein makes the following findings:

1. The portion of Masteller Road described herein is not needed for the use of the public, and, therefore, the maintenance at public expenses is no longer justified.
2. The vacation will not deny owners of property abutting on the road reasonable access to their property.
3. The described road is of no benefit to the public.
4. Notice of Hearing of the intended vacation and said road was provided to the public as required by law.

SECTION 3. DESCRIPTION. Commencing at the Southwest corner of Section Six (6), Township Seventy-seven (77) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa; thence North 86°37 ½' East, 49.7 feet along the South line of the Fractional Southwest Quarter of the Fractional Southwest Quarter (FR. SW ¼ Fr. SW ¼) of said Section Six (6) to the presently established easterly right of way line of Primary Road No. 28; thence North 00°00 ¾ ' East, 27.2 feet along said right of way line to the South line of a certain tract of land described in Book 140, Page 575, in the office of the Warren County Recorder; thence North 86°40 ¾ ' East, 132.0 feet along said South line to the East line of said tract of land to point of beginning; thence North 00°00 ¾ ' East, 727.0 feet along said East line and the extension thereof to the Northeast Corner of a certain

tract of land described in Book 186, Page 255, in the office of the Warren County Recorder; thence North 90°00' East , 18.3 feet; thence North 00°00' West 428.5 feet thence North 00°00' East 80.0 feet to the North Boundary of the Masteller Road right of way; thence Southeasterly 141.4 feet along a 90.0 foot radius curve, concave Southwesterly having a long chord of 127.3 feet bearing South 45°00' East; thence South 00°00' East, 926.8 feet; thence South 04°03 ½ ' East, 238.9 feet to the South line of the Fractional Southwest Quarter of the Fractional Southwest Quarter (Fr SW ¼ Fr SW ¼) of said Section Six (6); thence South 86°37 ½ ' West, 125.6 feet along said South line; thence North 00°00' East to the point of beginning.

- SECTION 4. VACATIONS. That the portion of the road described in Section 3 and depicted in Exhibit A, attached hereto, above and road easement is hereby declared vacated. That the Mayor and City Clerk of the City of Norwalk, Iowa, be and are hereby authorized to convey said real property via Quit Claim Deed, and execute all documents relating thereto, to United Properties Investment Company, L.C.
- SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- SECTION 6. SEVERABILITY CLAUSE. If any section, provisions or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- SECTION 7. WHEN EFFECTIVE. This ordinance shall be in effect after final passage, approval, and publication as provided by law.

APPROVED AND ADOPTED by the City Council of the City of Norwalk, Iowa, this ____ day of _____, 20__.

Tom Phillips, Mayor

Attest:

Jodi Eddleman, City Clerk

First Reading: December 17, 2015
Second Reading: January 17, 2016
Third Reading:

I certify that I have reviewed Ordinance No. 15-15 and find it in conformance with State of Iowa Code and City of Norwalk Code of Ordinances. Signed this ____ day of _____, 2016.

James Dougherty, City Attorney

I certify that the foregoing was published as Ordinance No. 15-15 on the ____ day of _____, 20__.

Jodi Eddleman, City Clerk

Exhibit A





**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 13
For Meeting of 01.21.2016

ITEM TITLE: Discussion for consideration of increase from \$30 per day to \$50 per day for tournament rental of Norwalk-McAninch Sports Complex and a five dollar increase from \$10 to \$15 per team for the Norwalk-McAninch Sports Complex capital improvement fund.

CONTACT PERSON: Nancy Kuehl, Parks and Recreation Director

SUMMARY EXPLANATION:

Following is a summary of the proposed increase from \$30 to \$50 per day for tournament rental of Norwalk-McAninch Sports Complex and an increase from \$10 to \$15 per team for the Norwalk-McAninch Sports Complex capital improvement fund.

After a survey of the Des Moines Metro area parks and recreation departments, it has come to the attention of Norwalk Parks and Recreation that the tournament rental rates for the Norwalk-McAninch Sports Complex have not been competitively optimized for income potential.

Norwalk Parks and Recreation recommends an increase from \$30 per day to \$50 per day for tournament rental of the Norwalk-McAninch Sports Complex. This would increase tournament rental income by approximately \$1,000 for the year.

Additionally, staff is recommending an adjustment to the capital charge. With a significant increase in tournaments that have been booked at the Complex in recent years, additional wear and tear have been taken upon the baseball diamonds, bases, fields and equipment. In order to maintain the facility as a premier Des Moines Metro sports complex, Norwalk Parks and Recreation recommends an increase from \$10 to \$15 per team that participates in a tournament booked at the Complex. The additional money will be used to upkeep equipment, laser level baseball diamonds and base replacement as well as for miscellaneous wear and tear items. The five dollar increase will net a \$5,000 increase over the year in the capital improvement fund.

 X Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____

Funding Source: _____

APPROVED FOR SUBMITTAL _____

City Manager

STAFF RECOMMENDATION: This is a discussion item. Staff is seeking Council direction and would bring enacting legislation for consideration on a future agenda.